BANGALORE METRO RAIL CORPORATION LIMITED

TENDER DOCUMENT

~~Maintenance Contract for Artificer works (Petty Repairs)~~MS Railing Work for Parking Area and Lawn Area at Ground levelat in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) ~~Magadi Road(MRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1~~ Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1.

~~Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2.~~Peenya ~~Depot (PNYD)~~

~~Painting, distempering, colour washing etc to TTY andMAGR Metro Station buildings of Reach 1 of Line 1~~

~~FOR~~

TENDER NO.
BMRCL/2023-24/BD/WORK_INDENT25~~BMRCL/O&M/CSW/L2/023/2021-22.~~

Volume 1

QUALIFICATION CUM TECHNICALPACKAGE

~~JULY~~ ~~AUGUST~~ 2021~~FEBRUARY~~MARCH 2024

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K H Road, Shanthinagar
Bangalore – 560 027
Karnataka, India

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Painting, distempering, colour washing etc to TTY andMAGR Metro Station buildings of Reach 1 of Line 1

FOR1JUNE2018

KEY DETAILS OF TENDER

Tender No: BMRCL/2023-24/BD/WORK_INDENT25

*(File no. C-4106339974)**BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/CSW/1203/L1/20198-2019

Name of Work:Work: MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1.Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2.Peenya Depot (PNYD)

Sl.No	Description	
1.	**Estimated Value of Work**	**INR** 63,52,050/-72,85,376/-(Indian Rupees Sixty Three lakhs Fifty Two Thousand and FiftyRupees Seventy Two Lakh Eighty Five Thousand Three Hundred and Seventy Six Only) 98,34,37897,88,974/- (Indian Rupees Ninety EightSeven Lakhs Thirty FourEighty Eight Thousand ThreeNine Hundred and Seventy EightFour only)
2.	**Tender Securing DeclarationEarnest Money Deposit/ Tender Security**	**Rs.1,27,041/-1,45,708/- (Rupees One Lakh Twenty Seven Thousand and Forty One OnlyRupees One Lakh Fourty Five Thousand Seven Hundred and Eight)As per the 'Proforma-A of Section-IX'**
3.	**Completion period of works**	081212 **Months**
4.	Download of Tender documentsCost of Tender Documents (Non -Refundable)	Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from .....INR 5,900 /- [5000 + 900(GST@18%)]

Key Details

5.	Last Date of Seeking Clarification**Online Sale of Tender Documents**	As per Date and Time specified in e-Procurement Portal.From 00/00/2021 until midnight of 00/00/2021
6.	Pre-bid meetingLast Date of Seeking Clarification as per section-10,Annexure-6	As per Date and Time specified in e-Procurement Portal.On 00/00/2021 upto 17.00 Hrs (IST)
7.	Date and Time of submission of Tender Date and Time of Pre-Bid Meeting	As per Date and Time specified in e-Procurement Portal.On 00/00/2021 at 11.30 Hrs (IST)
8.	Date and Time of opening of Tender (Qualification cum Technical Package)#Date and Time of submission of Tender	As per Date and Time specified in e-Procurement Portal.On 00/00/2021 from 11.00 Hrs (IST) to 15.00 Hrs (IST)
9.	Date and Time of opening of Tender (Financial Package)Date and Time of opening of Tender (EMD & 'Qualification cum Technical package'First and Second Cover)	will be intimated to the Qualified Tenderersthrough e-Procurement Portal. Tenderers to trace the same.On 00/00/2021 at 15.30 Hrs (IST)
10.	Place of Opening of Tenders(Qualification Cum Technical Package & Financial Package)Date and Time of opening of Tender ('Financial Package'Third Cover)	The opening of the Qualification Cum Technical Package and Financial package shall take place online through e-Procurement Portal. will be intimated to the Qualified Tenderers
11.	Purchase of Tender documents	Tender documents can be downloaded from BMRCL's website by making payment through online Gateway or by depositing DD/Pay Order in BMRCL office.
12.	Place of Submission & Opening of Tenders	Office of the Chief General Manager (Civil), Bangalore Metro Rail Corporation Ltd (O&M Wing), Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India.
13.	**Address for communication**	The Dy. General Manager (CSW-L1), Bangalore Metro Rail Corporation Ltd., Admin Block Baiyappanahalli Depot, Bangalore – 560 038 Karnataka, India. Ph No : +91 9449952780 Fax No: 080-25191114 Email Id: vijayakumardyce@bmrc.co.inThe Dy. General Manager (CSW-L2), Bangalore Metro Rail Corporation Ltd., Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038,

Key Details

		~~Karnataka, India.~~ ~~Ph No : +91-9448287991~~ ~~Fax No: 080-25191114~~ ~~Email Id: .~~

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Key Details

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6	SPECIAL CONDITIONS OF CONTRACT (SCC)	50514953
7	TECHNICAL SPECIFICATIONS	5576559
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SECTION 1: NOTICE INVITING TENDER (NIT)

Tender No :NoNIT No:BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22 **BMRCL/2023-24/BD/WORK_INDENT25** BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/CSW/12/L1/2019-20BMRCL/O&M/CSW/03/2018-19.
Date.:Date.2300300-06001000-2018202143

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders (Single stage - Two envelope Coversystem) from eligible Domestic Tenderers, having work experience in any Central Govt / State Govt / PSU's / Govt bodies / MES/ Railway / CPWD / KPWD / BMRCL /Public Limited Companies/ Private Limited CompaniesAll metro Corporation Ltd/ for the works detailed in the Table below,.through Karnataka Public Procurement Portal (e-procurement Portal).This Tender is a 'Percentage Tender

2.

Tender No.	**Name of work**	**Approximate Estimated value of work (Rs.)**	**Tender Security / EMD(Rs.)**	**Period of completion**
1	2	3	4	6
BMRCL/ ……/ ……/ WORK_INDENT…… BMRCL/ O&M/CSW/ L2/03/2021-22BMRCL/ O&M/CSW/ L2/02/2021-22BMRCL/ O&M/CSW/ 12/L1/2019-20BMRCL/ O&M/ CSW/03/2018-19.	MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1.Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD).**Painting, distempering, colour washing etc to TTY and**	**63,52,050/-72,85,376/-98,34,37897,88,9749 /-9.38**	**1,27,0411, 45,708/-**	**08 06051212 Months04 Months**

	MAGR Metro Station buildings of Reach 1 of Line 1.			

The brief Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of Work is provided in Employer's Requirement. Only 'Class-I Local Tenderers' as defined under ITT clause 34 shall be eligible to bid.

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority",. as defined in ITT Clause 35.

3. **REGISTRATION**:

i) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

ii) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

iii) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

iv) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

v) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

vi) Tenderers shouldthen login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

vii) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

viii) For any query regarding e-Procurement on the Karnataka PublicProcurementPortal,contacthelpdesk number: +91-8046010000, +91-8068948777, and Email ID: support@eprochelpdesk.com.

4. SEARCHING FOR TENDERS/BIDS:

Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.

It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals binding accordingly.

5. Tender documents consist of the following Sections,
   - Section 1 - Notice Inviting Tenders (NIT)
   - Section 2 - Instructions to Tenderers (ITT)
   - Section 3 - Qualification Information
   - Section 4 - Form of Tender (FOT)
   - Section 5 - General Conditions of Contract (GCC)
   - Section 6 - Special Conditions of Contract (SCC)
   - Section 7 - Technical Specifications
   - Section 8 - Drawing
   - Section 9 - Proforma of Bank Guarantees
   - Section 10 - Annexures
   - Section 11 - Instructions for completing Pricing Document

6. Tenders must be accompanied by **Tender Security /Earnest Money Deposit (EMD)**as specified in ITT clause 14, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to bepaidin fullamount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (e-BG)orBank Guarantee**, payable & extendable at a designated branch in Bengaluruand shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

7. Tenders must be submitted electronically through Karnataka Public Procurement Portal /e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

   All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

8. Tenderscannotbesubmitted onlineafterstipulated timeofsubmissionofTender.

9. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

10. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

    The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

11. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.

12. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

    (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

(b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt'or 'Fraudulent'practices in competing for, or in executing, the Contract.

13. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

14. BMRCL reserves the right to accept or reject any or all Tendersin 'Part 'or 'Full'without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

15. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

16. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

17. For further clarifications/details, contact Deputy General Manager (SSM-L1): BMRCL on +91 9449952780, Fax-+91 080-25191114 E-mail: vijayakumardyce@bmrc.co.in

For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

Chief General Manager (Civil)
Bangalore Metro Rail Corporation Limited

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Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 35.

18. **REGISTRATION**:

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x) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

xi) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

xii) Upon enrolment, the Tenderers will be required to register their valid Digital

Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

xiii) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

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19. SEARCHING FOR TENDERS/BIDS:

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However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.
It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals binding accordingly.

20. Tender documents consist of the following Sections,

- Section 1 - Notice Inviting Tenders (NIT)
- Section 2 - Instructions to Tenderers (ITT)
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- Section 4 - Form of Tender (FOT)
- Section 5 - General Conditions of Contract (GCC)
- Section 6 - Special Conditions of Contract (SCC)
- Section 7 - Technical Specifications
- Section 8 - Drawing
- Section 9 - Proforma of Bank Guarantees
- Section 10 - Annexures
- Section 11 - Instructions for completing Pricing Document
- Section 12 - Pricing Document (Bill of Quantity)-As published in e-Procurement Portal.

21. Tenders must be accompanied by **Tender Security /Earnest Money Deposit (EMD)**as specified in ITT clause 14, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to bepaidin fullamount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (e-BG)orBank Guarantee**, payable & extendable at a designated branch in Bengaluruand shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

22. Tenders must be submitted electronically through Karnataka Public Procurement Portal /e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date &

time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

23. Tenderscannotbesubmitted onlineafterstipulated timeofsubmissionofTender.

24. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

25. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

    The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

26. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.

27. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

    (c) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

    (d) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt'or 'Fraudulent'practices in competing for, or in executing, the Contract.

28. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

29. BMRCL reserves the right to accept or reject any or all Tendersin 'Part 'or 'Full'without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

30. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

31. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

32. For further clarifications/details, contact Deputy General Manager (CSW-L1): BMRCL on +91 9449952780, Fax-+91 080-25191114 E-mail: vijayakumardyce@bmrc.co.in

    For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

33. The Tenderers shall submit Tenders for whole of the Works. The Tenderers are required to submit three separate sealed covers, one containing the '**Tender Securing Declaration**', and the Second Cover containing the Form of Tender and the details of their capability to undertake the Tender (as detailed in ITT Clause 2 and 3), any other submissions as per requirements of Tender Document and signed Tender document, and the Third Cover containing priced Bill of Quantities.
    a. The First Cover containing the 'Tender Securing Declaration' shall be opened first.
    b. The Second cover will be opened only when the 'Tender Securing Declaration' has been found acceptable, and
    c. The Third Cover will be opened only of those Tenderers who are found to be qualified to execute the tendered work.

    The Tenderers are advised to note the minimum **Qualification Criteria specified in Clause 3** of the **Instructions to Tenderers** to qualify for award of the Contract.

34. (a) Tenderers can download the Non-transferable Tender document against online payment of a non-refundable fee of INR 5,900/- [5000+900(GST@18%)] from BMRCL's website www.bmrc.co.in during the period mentioned in 'Key Details'.

Procedure for Tenderers opting for online purchase of Tender documents:

i. Visit web site: www.bmrc.co.in
ii. Register online (one time process).
iii. Make payment through Gate Way as available in the website.
iv. Once payment is successful, Download complete Tender document.
v. Frequently check website and also registered E-mail for any Addendum/ Corrigendum/ Answered Pre-bid queries.
vi. The Tender submittals containing "containing "**Tender Securing Declaration**"**, "Qualification cum Technical Package" and "Financial Package"** shall be sealed in separate covers as described in ITT clause 16.1 &16.2 and16.2 and should be submitted on the date, time and place as mentioned in 'Key Details'.

(b) Alternatively, the Tenderers can also obtain **login password** for downloading Tender document, from the Registered Office of 'Bangalore Metro Rail Corporation Ltd', Bangalore Metro Rail Corporation Ltd (O&M Wing), Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India, during all working days from 11.00 to 17.00 Hours (IST) of sale period of Tender document as mentioned in 'Key Details', on submission of a requisition letter and a non-refundable Tender fee in the form of Crossed 'Demand Draft' / 'Pay Order'/ Banker's Cheque issued by an Indian Scheduled Bank (excluding Co-operative Banks) or by a Scheduled Foreign Bank as defined in Section-2 (e) of RBI Act-1934 read with Second Schedule drawn in favour of '**Bangalore Metro Rail Corporation Limited', payable at Bangalore**.

Procedure for Tenderers opting for downloading of Tender documents using Login password against 'Demand Draft' or 'Pay Order'.

i. Visit web site: www.bmrc.co.in
ii. Enter login password obtained from BMRCL on submission of 'Demand Draft' or 'Pay Order'.
iii. Download complete Tender document.

iv. Frequently check website and also registered E-mail for any Addendum / Corrigendum / Answered Pre-bid queries.

v. The Tender submittals containing "**Tender Securing Declaration**"**, "Qualification cum Technical Package" and "Financial Package"** shall be sealed in separate covers as described in ITT clause 16.1 & 16.2 and should be submitted on the date, time and place as mentioned in 'Key Details'.

35. One set of downloaded Tender documents along with Employer's clarification on queries including addenda (if any) and reference documents are to be submitted with the Tender submittal, Untampered, duly signed and stamped on each page.

36. Proof of payment of Tender fee / e-receipt shall be submitted along with 'Qualification cum Technical Package'.

37. Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be facilitated by providing tenders sets free of cost." Under the provision stated in Circular No: FD130 Exp-12/2015 by Government of Karnataka.

38. Tenders must be accompanied by 'Tender Securing Declaration' as per the prescribed format in the Tender document.

Tenders shall be submitted in the office of the "The Chief General Manager (Civil), O & M Wing, Baiyappanahalli Depot, Bangalore Metro Rail Corporation Ltd at the address given, on **00-00-2021 from 11.00 Hrs to 15:00 Hrs.** On the same day at **15:30 Hrs** the tender will be opened. First, the Outer Cover will be opened. On opening of the Outer Tender Cover, it will be checked whether it contains valid 'Tender Securing Declaration' in the First Cover, Second Cover (Qualification cum Technical Package), and Third Cover (Financial Package) separately or not.

IN CASE THEY ARE NOT SEPARATELY SEALED PROPERLY, THE TENDER OF SUCH TENDERER SHALL BE SUMMARILY REJECTED (as detailed in ITT Clause 16).

Further,First Cover **(**Tender Securing Declaration) will be opened in the presence of the Tenderers or their authorized representative who wish to attend. Thereafter, Second Cover (Qualification cum Technical Package) will be opened, whose Tender Securing Declaration has been found acceptable as per clause 14 of ITT.

If the office happens to be closed on the date of receipt of the Tenders as specified, the Tenders will be received and opened on the next working day at the same time and venue.

39. Other details can be seen in the Tender documents and also available on web site: www.bmrc.co.in.

40. Late Tenders, i.e., Tenders received after the stipulated time of submission of Tender on the specified date, shall not be accepted under any circumstances.

Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

41. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

(e) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

(f) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

42. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

43. BMRCL reserves the right to accept or reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

44. A firm after purchase of the Tender document in their name can submit the Tender in their firm name only.

45. Addendum / Corrigendum, if any will be intimated to all the Tenderers and also be will beuploaded on web site: www.bmrc.co.in.

46. Last date for submission of queries in writing by Tenderers- 00-00-2021 up to 17:30 Hrs and Pre-bid meeting shall be held on 00-00-2021 at 11.30 Hrs at the office of the “Office of the Chief General Manager(Civil), Bangalore Metro Rail Corporation Ltd (O&M Wing), Admin building, Baiyappanahalli Depot, S V Road, Bangalore-560038”, Karnataka, India.

47.

48. For further clarification details, contact The Dy. General Manager (CSW-L2) O&M wing, Admin Building, Baiyappanahalli Depot,S V Road, Bangalore – 560 038, on Ph No : +91-9448287991 Fax No: 080-25191114, E mail: gnprabhakar@bmrc.co.in.

Chief General Manager (Civil)
Bangalore Metro Rail Corporation Limited

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opened. First, the Outer Cover will be opened. On opening of the Outer Tender Cover, it will be checked whether it contains EMD/Tender Security in the First Cover, Second Cover (Qualification cum Technical Package), and Third Cover (Financial Package) separately or not. **IN CASE THEY ARE NOT SEPARATELY SEALED PROPERLY, THE TENDER OF SUCH TENDERER SHALL BE SUMMARILY REJECTED (as detailed in ITT Clause 16).**

Further,First Cover **(**EMD /Tender Security) will be opened in the presence of the Tenderers or their authorized representative who wish to attend. Thereafter, Second Cover (Qualification cum Technical Package) will be opened, in the presence of the Tenderers or their authorized representative who wish to attend, whose EMD/Tender Security has been found acceptable as per clause 14 of ITT.

If the office happens to be closed on the date of receipt of the Tenders as specified, the Tenders will be received and opened on the next working day at the same time and venue.

Other details can be seen in the Tender documents and also available on web site: www.bmrc.co.in.

Late Tenders, i.e., Tenders received after stipulated time of submission of Tender on the specified date, shall not be accepted under any circumstances.

Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

The Earnest Money Deposit is to be submitted as per Clause 14 of the 'INSTRUCTIONS TO TENDERERS'.

The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications

and other requirements shall be considered as non-responsive and shall be liable for rejection.

BMRCL reserves the right to accept or reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

A firm after purchase of the Tender document in their name can submit the Tender in their firm name only.

Addendum / Corrigendum, if any will be intimated to all the Tenderers and also be will uploaded on web site: www.bmrc.co.in.

Sd/.....

Chief General Manager (Civil)
Bangalore Metro Rail Corporation Limited

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SECTION – 2 - INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as “BMRCL” or “the Company” or “the Employer” or “the Client”), invites Tenders following Single Stage-Two Twocover Tender Procedure from the eligible Tenderers for “MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 11”.Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD).Painting, distempering, colourwashing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1”(hereinafter referredhereinafter referred to as "the works") as per terms and conditions contained in this Tender documents.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India,during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure-3.

***Note**: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

2.4 Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

and

Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 35.

2.5 Only 'Class-I Local Tenderers' as defined under ITT clause 34 shall be eligible to bid.

2.6 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.7 This is a Domestic Competitive Bidding. Sole Proprietorship Firm/ Partnership Firm/Private Limited Company/ Public Limited Company are eligible to apply

2.8 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). **For Details** refer to Order (Public Procurement No.1, F.No.6/18/2019-PPD) dated 23/07/2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division.

2.8.1 This clause will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

2.8.2 All the participating tenderers are mandatorily required to submit a certificate along with the tender regarding their compliance with this clause/order in regard to restrictions of procurement from the bidders from countries sharing land borders with India as per the format included in Annexure-7 to these Contract Conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

2.9 **Tenders from Joint ventures are not acceptable.**

2.10 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India during last five (5) years. Also the Tenderer should

not have rescinded the works after award of the contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure – 4 of Section-10.

Note: *Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

2.11 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India during last five (5) years.Also the Tenderer should not have rescinded the works after award of the contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure – 4 of Section-10.

Note: Last five (5) years shall be counted from 28days prior to the date of submission of the tender.The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India. The Tenderer shall provide an Undertaking as provided at Annexure - .

3. Qualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualifiedQualification of the Tenderer

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

3.1 **Tender Capacity:**

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 2.5 - B)

Where;

A = Maximum value of works executed in any one year during the last five (05) years (updated to 2021-2023-242price level) taking into account the completed as well as works in progress.(Ref.Section.3)

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at 2023-241-22price level, of existing commitments and on-going works to be completed during the next121208 (EightTwelveTwelve) months. (Ref.Section.3)

Note:Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.2 **DeletedTender Capacity:**

3.3 Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

Assessed available Tender capacity = (A x N x 22.5 - B)*

Where;

A = Maximum value of works executed in any one year during the last five years (updated to 2017-18 price level) taking into account the completed as well as works in progress. (Ref: Section.3)

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at 2017-18 price level, of existing commitments and on-going works to be completed during the next6(One Six)YearMonths.

3.4 **Note :***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.5 **Work Experience*:***

3.5.1 The Tenderer should have executed the works / have experience in **'any types of Waterproofing relatedsimilar works'** in any of the following organizations during last five (5) years :

3.5.2 All types of Civil works includes Construction of building, Structural work , Civil Maintenance works, Building Painting works, Interior decorative works, Glazing works etc (all civil works included) in the following organizations :-

(i) In any Central Govt. / State Govt./ PSU's / Govt. bodies / MES/ Railway /CPWD / KPWD /All Metro Rail Corporation Ltd.

(ii) or

(iii) In any Private Limited Companies / Public Limited Companies / IT Buildings/Parks, Commercials Complexes, Special Economic Zones, Industrials complexes etc.

3.6 All Tenderers shall provide the requested information accurately and in sufficient detail in

Section 3: Qualification Information.

3.7 To qualify for award of this Contract;

a. Each Tenderer in its name should have in the last five financial years i.e.i.e,,2016-17, 2017-18, 2018-19, 2019-20,& 2020-21, 2021-22,& 2022-23& 2017-18,2012 to 2017.

(a)

(b)(a) AachievedAchieved in at least two financial years an average annual financial turnover of **Rs.978.898347263.8552 Lakhs**.

(c) Each Tenderer in its name should have successfully completed or substantially completed similar works as a prime contractorduring last five (05) years either of the following: either of

i) i) **One (01)** similar work costing not less than the amount equal to **Rs 489.9417361.4376 Lakhs**;

ii) ii) **Two (02)** similar works costing not less than the amount equal to **Rs. 39.1634295.1440 Lakhs**;

iii)iii) **Three (03)** similar works costing not less than the amount equal to **Rs. 29.37502119.8605 Lakhhs**.

(d)Executed in any one year during the last five (05)years, (for a continuous period of 12 months), the minimum quantity of workis as follows:

a) Flooring Works - 276sqm
b) Stainless Steel MS Fabrication Works- 1240 kgs
c) 29025.00 kgssqm
d) Masonry works (Load bearing wall and plastering)–912 sqm
e) Painting Works – 5692 sqm
f) Roof Water Proofing Works- 240sqm
g) Waterproofing to tank/ water retaining Structures – 240 sqm

Note: 1."Similar Works" means **"Civil works includes Construction of building, Structural, Civil Maintenance, Building Painting, SS fabrication, Glazing etc., (including all civil works)SS/ MS Fabrication works".**

Flooring Works-

h) The Tenderer should possess valid license for executing water supply / sanitary engineering works.284 Sqm

i) Painting Works – 2981 Sqm

j) MS Fabrication / Structural Steel Works - 200064 Kgs

k) Flooring Works -416 Sqm

l) Painting Works – 2058 SqmRoofing works - 178 Sqm

Note: 1. "Similar Works" means **"Civil works including Construction of building, Structural, Civil Maintenance, Building Painting, Glazing etc (including all civil works)".**

2. **Substantially completed** works means those works which are at least 90% completed as on the date of Tender submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
3. Last five (5) years shall be counted from 28 days prior to the date of submission of Tender.

4. In case the Tenderer has executed works / contract for a client, which includes "other works in addition to **similar woks**, then the Tenderer should provide a client certificate clearly indicating the amount of work done in respect of the **"similar work"** in support of work experience.
5. Work Completion Certificate shall be certified by Executive Engineer or above rank and considered to be valid.

3.8 Substantially completed works means those works which are at least 90% completed as on the date of Tender submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.

3.9

3.10

3.11

3.12 3.Last five (5) years shall be counted from 28 days prior to the date of submissionn of Tender.

3.13

3.14 4. Completion certificates for works issued by Private parties shall be supported by TDS (Tax Deducted at Source) certificates.

3.15

3.16

3.17

3.18 5. In case the Tenderer has executed works / contract for a client ,client, which includes "other works in addition toaddition tosimilar woks, then thethen the Tenderer should provide a a client certificateclient certificate clearly indicating the amount of work done in respect of the "similar work" in" in support of work experience.

3.19

3.20

3.21 Each Tenderer should further demonstrate:

3.22 Availability by owning of the required / specified key and critical equipment for this work; and can also be deployed on lease / hire basis for all works provided, the relevant documents (commitment agreements etc.) for availability for this work are furnished.

a)

a. Cutting Machine - 02 Nos
b. Self-Tapping screw machine – 02 Nos
c. Drilling Machine - 02 Nos
d. Welding Welding machine - 041 Nos
e. Core cutting machine - 02 Nos
f. Glass cutting machine – 02 Nos
g. Scaffolding materials, Ladders and other tools etc., to cover 30Mtrs long and height as required (Minimum 6.00M) – 1 set
h. Concrete Mixer Upper type – 01 No
i. Concrete Vibrator 40mm Needle size – 02 Nos
j. MS Shuttering materials with adjustable props – 100 Sqm
k. Cutting Machine - 02 Nos

l. Self-Tapping screw machine – 02 Nos
m. Drilling Machine - 02 Nos
n. Welding machine - 01 No
o. Glass cutting machine – 02 Nos
p. Scaffolding materials, Ladders and other tools etc to cover 30Mtrs long and height as required (Minimum 6.00M) – 1 set
q. Concrete Mixer Upper type – 01 No
r. Concrete Vibrator 40mm Needle size – 02 Nos
s. MS Shuttering materials with adjustable props – 100 Sqm

b) liquid assets and /or availability of credit facilities of not less than **Rs. 21.8629.375019.056Lakhs**(Credit lines/ letter of credit/ certificates from banks) for meeting the fund requirement etc..

3.23 Not used.

3.24 Not Used.

3.25 Even though the Tenderers meet the Qualification criteria in accordance with ITT Clause 3, they are subject to be disqualified if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(c) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

B. TENDER DOCUMENTS

5. Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings-Attached
9. Proforma of Bank Guarantees
10. Annexures
11. Instructions for completing the Pricing document.

5.2 TheTenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

6. Clarification of Tender Documents

6.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.2 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought, will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

6.4 Pre-bid meeting:

6.4.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting to be held at the Place, date and time indicated in Key Details/ e-Procurement Portal.

6.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

6.3.3 The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 6.1.

6.3.4 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tender documents

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an Addenda/Corrigenda.

7.2 Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

7.3 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

7.4 The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

C. PREPARATION OF TENDERS

8. Language of Tender

8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

9. Documents comprising the Tender

9.1 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

9.1.1 **Qualification cum Technical Package**

a) Earnest Money Deposit (EMD) /Tender Security (in accordance with ITT Clause 14);
b) The Form of Tender (in the format indicated in Section 4);
c) Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;
d) Covering Letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of BMRCL.

Andany other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.2 **Financial Package**

a) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
The Tenderer shall fill in and complete the 'Bill of Quantities' in accordance with the 'Instructions for completing the Pricing Document', Section-11.

9.2 Original Documents (Hardcopy):

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.7:

i) Tender Security/Earnest Money Deposit(EMD), as per clause 14,
ii) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
iii) Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

Tenderers submitting Tenders together with other Contracts stated in the NIT to form a Package will so indicate in the Tender together with any discounts offered for the award of more than one Contract.

9.3 Not used.

10. Form of Tender

The Tenderer shall complete the 'Form of Tender' furnished in the Tender documents and submit duly signed and stamped along with the Qualification Cum Technical Package.
The Tenderer shall submit the priced Bill of Quantities indicating the percentage (above or below or at par) and amount with 'Financial Package' / 'Pricing document' as published in the e-procurement portal.

11. Tender prices

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the Bill of Quantities submitted by the Tenderer.

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess and duties under the applicable Acts but **exclusive of SGST & CGST** as specified under GCC Clause 39. The SGST & CGST will be paid as applicable as per law.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (Above or Below or At Par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below or At Par Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then the Rate shall be worked out as stipulated in GCC Clause 35.

11.3 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

11.5 The rates or percentage should be written in numerals only (in figures and words). If the Tenderer writes/indicates any other matter/s the Tender will be summarily rejected.

12. Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

13. Tender validity

13.1 Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 4) after the deadline date for Tender submission specified in Clause 17 of

ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Earnest Money Deposit for a period of the extension and in compliance with ITT Clause 14 in all respects.

14. Earnest Money Deposit (EMD) / Tender Security

14.1 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per e-Procurement Portal.

14.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.

14.3 The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal,or

b) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form given in Proforma A of Section 9 to the Tender document. However, 'Earnest Money Deposit' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

* *In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,
Name of the Bank: BANK OF INDIA
Branch: CANTONMENT BRANCH, BENGALURU.
Account No.: 840420110000760
RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 16.7. The

Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 16, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliationof online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

14.4 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and nonsubmission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.6 The Tender Security/EMD of unsuccessful Tenderers will be discharged/returned upon the Successful Tenderer signing the Contract Agreement in pursuant to ITT clause 29.

14.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 30 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29.

14.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
  (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
  (ii) To furnish performance security in accordance with ITT Clause 30.

14.9 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

14.10 In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

14.11 If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Guarantee envelope as per Cl. 9.2and also uploaded in e-Procurement portal in case of e-Procurement.

15. Format and signing of Tender

15.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section 9-Proforma.

15.2 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contact. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.4 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:

(i) as sole proprietor of the firm or as attorney of the sole proprietor;

(ii) as a partner or partners of the firm;

(iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

15.5 The original notarized 'Power of Attorney'or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

D. SUBMISSION OF TENDERS

16. Sealing and Marking of Tenders

16.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

16.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

16.3 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

16.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal.BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

16.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

16.7 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: ……

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy:

To
……
Bangalore Metro Rail Corporation Ltd.,
……,
Bengaluru, PIN: ……,
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

16.9 Telex, Facsimile or Emailed Tenders will be rejected.

16.10 Offer / Tender / Bid shall be as per the “Instructions to Tenderers”, “General Conditions of Contract” and "Special Conditions of Contract"given in the Tender documents.

16.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

17. Deadline for submission of the Tenders

17.1 Tenders must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause16.7.

17.2 The Employer may, at their discretion, extend thedeadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjectedto the deadline as extended.

18. Late Tenders

18.1 In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.
Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.
Hard copies of those Tenders which have been uploaded in the e-Procurement Portal successfully only will be considered for evaluation.

19. Modification and Withdrawal of Tenders

19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

19.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause13.1 above or as extended pursuant to ITT Sub-clause13.2 may result in the forfeiture of the Earnest Money Deposit pursuant to ITT Clause 14.

E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1 **Qualification Cum Technical Package:**

20.1.1 **Opening of Qualification Cum Technical Packageof all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the ‘Qualification Cum Technical Package’ of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the ‘Qualification Cum Technical Package’ will not be opened for such Tenderers.

Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

20.1.2 The Tenderers will be examined for the following submittals:

i) Presence of valid Tender Security/EMD
ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 9.1 and,
iii) Submission of original documents as per ITT clause 9.2.

20.1.3 The Employer will evaluate and determine whether each Tender

(a) meets the eligibility criteria defined in ITT Clause 2;
(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and
(c) meets the minimum qualification criteria stipulated in ITT Clause 3.

The Employer will draw out a list of qualified Tenderers.

20.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected.All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

20.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

20.2 **Financial Package**

20.2.1 Opening of Financial Packageof Qualified Tenderers:

The Financial Package of the Tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

20.2.2 The Tenderers' names,the Percentage rate (Above or Below or At Par), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 22, 23, 24 and 25 below.

20.2.4 Conditional Tenders are not acceptable and will be summarily rejected.

20.2.5 The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITTSub-clause 20.2.3.

21. Process to be confidential

i) Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

ii) From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

iii) Any effort by a Tenderer to influence the Procuring Entity in Tender Evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer’s offer.

22. Clarification of Tender submittals

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause24.

22.2 Subject to ITT Sub-clause22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation

24. Correction of errors

24.1 The Item rates and/or Percentage (above /below/at par) indicated in the Financial Package shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.

24.2 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate /percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate /percentage will be corrected.

24.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-clause 14.8 of ITT.

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23.No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation.

25.6 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the Contract,

the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to ITT Clause 28and ITT clause 34, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be:

(a) eligible in accordance with the provisions of ITT Clause 2, and

(b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the Special Conditions of Contract.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action.In such a case, EMD shall be released/returned promptly.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL’s decision in this regard shall be final and binding

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 Unless until a formal Agreement is prepared and executed, the Tender together with a “Letter of Acceptance” shall constitute a binding Contract between both the Parties.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

30. Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **Proforma-B of Section-9**for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-clause30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EarnestMoney Deposit.

31. Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract,if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-clause47.2of the General Conditions of Contract.

32. One Tender per Tenderer

Each Tenderer shall submit only one (01) Tender. A Tenderer who submits or participates in more than one (01) Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

33. Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

G. PREFERENCE TO MAKE IN INDIA

34. **Local Content**

34.1 **Local Content (LC):**

Minimum "Local Content" (LC) shall be **100%for 'Class-I Local Tenderer'**

All Tenderers, shall certify in their Tender that the Local Content in their Tender is 100%.

Definitions of 'Class-I Local Tenderer's as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

34.2 **Verification of 'Local Content' (LC):**

The Tenderer shall submit following documents:

Self-certification, as per Proforma given in 'Annexure-5', that the item/s offered meets the minimum 'local content'.Absence of such certificatein their Tender submittals shall disqualify the Tenderer.

34.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 16.09.2020 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020.

d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

34.4 **Not Used**

35. **Eligible Source Countries of the Tenderer**

35.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not

engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".
['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderersare advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

35.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

35.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-6'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

35.4 Not Used

--- xxx ---

35.5 Not used.

35.6 Not Used.

35.7 Even though the Tenderers meet the Qualification criteria in accordance with ITT Clause 3, they are subject to be disqualified if they have:

a.

(d) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(e) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(f) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

36. Cost of Tendering

4.3 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.4 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

4.5 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

H. TENDER DOCUMENTS

37. Content of Tender documents

5.3 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

12. Notice Inviting Tenders (NIT)
13. Instructions to Tenderers (ITT)
14. Qualification Information
15. Form of Tender
16. General Conditions of Contract (GCC)
17. Special Conditions of Contract (SCC)
18. Technical Specifications
19. Drawings
20. Proforma of Bank Guarantees
21. Annexures
22. Instructions for completing the Pricing document.
23. Pricing Document – Bill of Quantity (As published in e-Procurement Portal).

5.4 TheTenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer’s risk and may result in rejection of its Tender.

38. Content of Tender documents

5.5 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

Volume 1 :Qualification cum Technical Package

24. Invitation For Tenders (IFT)Notice Inviting Tenders (NIT)
25. Instructions to Tenderers (ITT)
26. Qualification Information
27. Form of Tender (FOT)
28. General Conditions of Contract (GCC)
29. Special Conditions of Contract (SCC)
30. Technical Specifications
31. Drawings
32. Proforma of PerformanceSecurities
    Annexures

Volume 2 :Financial Package

1. Bill of Quantities.

5.6 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

39. Clarification of Tender Documents

6.5 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.6 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought,sought will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.7 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

6.8 Pre-bid meeting:

6.4.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting to be held at the Place, date and time indicated in Key Details/ e-Procurement Portal.

6.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

6.3.3 The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 6.1.

6.3.4 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

6.9 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by Telex or Cable or Fax at the Employer's mailing address indicated in the Notice Inviting Invitation for Tenders. The Employer will respond in writing to any request for clarification of the Tender documents which it receives no later than date specified in “Appendix to form of Tender” (section-4). Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Tenderers who have received the Tender documents and also will be uploaded in BMRCL’s website: www.bmrc.co.in.

6.10 Pre-bid meeting:

6.2.1. The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in 'Appendix to Form of Tender'.

6.2.2. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

6.2.3. The Tenderer is requested to submit any questions in writing or by Cable, as per the format attached as **Annexure-6,** to reach the Employer not later than the date specified in ‘Appendix to Form of Tender’.

6.2.4. BMRCL will offer clarifications to the questions raised by the Tenderers and received by BMRCL (without identifying the source of enquiry) and the responses given will be transmitted to all purchasers of the Tender documents. Any modification of the Tender documents listed in ITT Sub-Clause 5.1 which may become necessary as a result of the Pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Clause 7.

6.2.5. Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

40. Amendment of Tender documents

7.5 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an Addenda/Corrigenda.

7.6 Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

7.7 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

7.8 The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment / addenda. The same also will be uploaded on BMRCL's website: www.bmrc.co.in.

All prospective Tenderers who have downloaded the Tender documents will be notified of the addenda in writing or by cable or by fax, and will be binding on them.

To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with ITT Sub-Clause 17.2 below.

Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the tender submittals.

Language of Tender

The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

I. PREPARATION OF TENDERS

41. Language of Tender

41.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

41.2

42. Documents comprising the Tender

9.4 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

9.1.1 **Qualification cum Technical Package**

e) Earnest Money Deposit (EMD) /Tender Security (in accordance with ITT Clause 14);
f) The Form of Tender (in the format indicated in Section 4);
g) Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;
h) Covering Letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of BMRCL.

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.2 **Financial Package**

b) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
The Tenderer shall fill in and complete the 'Bill of Quantities' in accordance with the 'Instructions for completing the Pricing Document', Section-11.

9.5 Original Documents (Hardcopy):

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.7:

iv) Tender Security/Earnest Money Deposit(EMD), as per clause 14,
v) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
vi) Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

Tenderers submitting Tenders together with other Contracts stated in the NIT to form a Package will so indicate in the Tender together with any discounts offered for the award of more than one Contract.

9.6 The Tender duly filled and submitted by the Tenderer shall be in three covers and shall contain the documents as follows:

9.1.1 **First Cover:Tender Securing Declaration**
a) Tender Securing Declaration(in accordance with ITT Clause 14);

9.1.2 **Second Cover: Qualification cum Technical Package**
i) The Form of Tender (in the format indicated in Section 4);
j) Qualification Information Form and Documents (in accordance with Section3) and any other submissions as per requirements of Tender Document;
k) "One set of complete Tender documents downloaded from BMRCL's website (including Employer's clarification and addenda, if any). in accordance to ITT clause 16.8";.
l) Proof of payment of Tender fee / e-receipt.

Andany other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.3 **Third Cover: Financial Package**
a) Priced Bill of Quantities (in the format indicated in Volume 2);

9.7 Not used.

43. Documents comprising the Tender

9.8 The Tender duly filled and submitted by the Tenderer shall comprise the following:
(a) The Form of Tender (in the format indicated in Section 4);
(b) Earnest Money Deposit / Tender Security (in accordance with ITT Clause 14);
(c) Priced Bill of Quantities (in the format indicated in Section 4);
(d) Qualification Information Form and Documents (in accordance with Section 3), and any other submissions as per requirements of Tender Document;
(e) Duly stamped and signed Tender Document on all pages;

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

44. Form of Tender

The Tenderer shall complete the 'Form of Tender' the 'Priced Bill of Quantities' furnished in the Tender documents indicating the percentage (above or below or at par) and amountand submit duly signed and stamped along with the Tender documents.Qualification Cum Technical Package. The Tenderer shall submit the priced Bill of Quantities indicating the percentage (above or below or at par) and amount with 'Financial Package' / 'Pricing document' as published in the e-procurement portalThe Tenderer shall complete the 'Form of Tender' the 'Priced Bill of Quantities' furnished in the Tender documents indicating the percentage (above or below or at par) and amount and submit duly signed and stamped along with the Tender documents..

45. Tender prices

11.2 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the Bill of Quantities submitted by the Tenderer.

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess and duties under the applicable Acts but **exclusive of SGST & CGST** as specified under GCC Clause 39. The SGST & CGST will be paid as applicable as per law.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (Above or Below or At Par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below or At Par Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then the Rate shall be worked out as stipulated in GCC Clause 35.

45.1 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

45.2 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

The Quoted price shall be inclusive of duties under applicable law but exclusive of CGST and SGST as specific under GCC Clause 39. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL.

The Tenderer shall ascertain applicable duties under applicable Acts and shall be included in the quoted price but excluding the CGST and SGST.

The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

~~The quoted price shall include all State and Central taxes except the Service Tax and Value Added Tax on the transaction between the Contractor and the BMRCL.~~

~~The Service Tax shall be paid to the Contractor as Charged in the invoice raised by the Contractor on BMRCL subject to proof of payment of Service Tax to the department. Works Contract Tax under the Karnataka Value Added Tax Act 2005 shall be borne by BMRCL and remitted to the Commercial Tax Department, as per the provisions of the said Act. The Contractor shall obtain registration under the Service Tax Act and furnish the tax registration number. Failure to furnish the Service Tax Registration, the Service Tax shall not be reimbursed. The Contractor shall furnish the details of the entry tax paid to the Commercial Taxes Department related to this contract along with the concerned IPC.~~

~~Any other levy which is invoiced to BMRCL shall be borne by BMRCL and accordingly paid.~~

11.1.2 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

~~11.1.3 **Change in Law:**"Change in Law" means the occurrence or coming into force of the following, at any time after the last Date of Submission of tender. Due to the new tax regime (GST) when introduced after the commencement of work in pursuance of this contract and in the course of execution this contract but before completion of this contract, the contractor shall reduce the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, BMRCL shall reimburse the taxes viz: Integrated Goods and Service Tax (IGST), Central Goods and Service Tax (CGST) & State Goods and Service Tax (SGST), as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.~~

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schSchedule edule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schSchedule edule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.

The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

45.3 **The rates or percentage should be written in numerals only (in figures and words) (limited to Two (2) decimals only). If the Tenderer writes/indicates any other matter/s the Tender will be summarily rejected.**

45.4 **Proof of GST paid to the Government shall be submitted to BMRCL along with succeeding Bills and also, the GST paid against the final bill shall be submitted before release of Performance Bank Guarantee.**

46. Tender prices

11.3 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced Bill of Quantities submitted by the Tenderer.

11.1.1 Taxes & Duties: Contract prices shall be inclusive of all applicable taxes but **exclusive of GST** as specified under GCC clause 26. BMRCL shall pay the GST as invoiced by the Contractor to BMRCL.

The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract**.**

~~The quoted price shall include all State and Central taxes except the Service Tax and Value Added Tax on the transaction between the Contractor and the BMRCL.~~

~~The Service Tax shall be paid to the Contractor as Charged in the invoice raised by the Contractor on BMRCL subject to proof of payment of Service Tax to the department. Works Contract Tax under the Karnataka Value Added Tax Act 2005 shall be borne by BMRCL and remitted to the Commercial Tax Department, as per the provisions of the said Act. The Contractor shall obtain registration under the Service Tax Act and furnish the tax registration number. Failure to furnish the Service Tax Registration, the Service Tax shall not be reimbursed. The Contractor shall furnish the details of the entry tax paid to the Commercial Taxes Department related to this contract along with the concerned IPC.~~

~~Any other levy which is invoiced to BMRCL shall be borne by BMRCL and accordingly paid.~~

11.1.2 **Income Tax deduction:** As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

~~11.1.3 **Change in Law:**"Change in Law" means the occurrence or coming into force of the following, at any time after the last Date of Submission of tender. Due to the new tax regime (GST) when introduced after the commencement of work in pursuance of this contract and in the course of execution this contract but before completion~~

~~of this contract, the contractor shall reduce the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, BMRCL shall reimburse the taxes viz: Integrated Goods and Service Tax (IGST), Central Goods and Service Tax (CGST) & State Goods and Service Tax (SGST), as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.~~

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.

46.1 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

46.2 **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.**

11.6

~~Entry Tax payment challans in relation to this Contract are to be enclosed along with the respective bills for payment.~~

47. Tender Currency

12.2 Prices shall be quoted in Indian Rupees only.

48. Tender validity

13.3 Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.4 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without affecting his Tender Securing Declarationforfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Earnest Money Deposit for a period of the extension and in compliance with ITT Clause 14 in all respects..

49. Earnest Money Deposit (EMD) / Tender Security

14.12 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per e-Procurement Portal.

14.13 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.

14.14 The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:

c) **Online payment** through e-Procurement portal,or

d) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form given in Proforma A of Section 9 to the Tender document. However, 'Earnest Money Deposit' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

* *In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing Bank shall send the SFMS as detailed under to:

Name: BANGALORE METRO RAIL CORPORATION LTD.,

Name of the Bank: BANK OF INDIA

Branch: CANTONMENT BRANCH, BENGALURU.

Account No.: 840420110000760

RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 16.7. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 16, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliationof online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.

14.15 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.16 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD

and nonsubmission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.17 The Tender Security/EMD of unsuccessful Tenderers will be discharged/returned upon the Successful Tenderer signing the Contract Agreement in pursuant to ITT clause 29.

14.18 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 30 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29.

14.19 The Earnest Money Deposit (EMD) may be forfeited:

(c) If a Tenderer:
(iii) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
(iv) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(d) In case of a successful Tenderer, if the Tenderer fails:
(iii) To sign the Contract Agreement in accordance with ITT Clause 29; or
(iv) To furnish performance security in accordance with ITT Clause 30.

14.20 The Tender will be summarily rejected by the Employer in case of:

(vii) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(viii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(ix) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(x) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(xi) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(xii) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfilsfulfills the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

14.21 In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

14.22 If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the

Tender Guarantee envelope as per Cl. 9.2and also uploaded in e-Procurement portal in case of e-Procurement.

14.23 Tender Securing Declaration

Tenderer shall submit with his tender, a Tender Securing Declaration as per the format at 'Proforma-A of Section-IX' in its original form; copies will not be accepted.

Not used.

Any Tender not accompanied by a Tender Securing Declaration in the prescribed format is liable for rejection by the Employer. However, the Employer reserves the right to accept or reject the Tender Securing Declaration with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

Tenderers should ensure that the Tender Securing Declaration envelope is kept separately in the "First Cover" and not kept in "Second" or "Third Cover" of the Tender submittals. If the Tender Securing Declaration is kept elsewhere, the Tender will be summarily rejected.

The successful Tenderer's Tender Securing Declaration shall remain with the Employer and form part of the Contract Agreement.

The Employer will reject the tender and further debar the Tenderer from participating in any tender of BMRCL for a period of **Two (02) years**, if:

The Tenderer withdraws/modifies his tender during the period of tender validity or extended period of tender validity.

The tenderer does not accept the correction of errors in the quoted price in terms of ITT Clause 24

The successful tenderer fails to:

Furnish the necessary Performance Guarantee in accordance to ITT Clause 30

Signing of the Contract Agreement within the time limit specified in accordance to ITT Clause 29.

Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be facilitated by providing tenders sets free of cost." Under the provision stated in Circular No: FD130 Exp-12/2015 by Government of Karnataka.

50. Format and signing of Tender

15.6 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section 9-Proforma.

15.7 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contact. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

15.8 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.9 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:

(iv) as sole proprietor of the firm or as attorney of the sole proprietor;

(v) as a partner or partners of the firm;

(vi) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

15.10 The original notarized 'Power of Attorney'or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

15.11 The Tenderer shall prepare one Original and a Copy of the documents comprising the Tender as described in ITT Clause 9.1.2 and 9.1.3, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the Original shall prevail.

15.12 The Original and a Copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The authorization letter shall be indicated by written Notarized Power-of-Attorney accompanying the Tender. All pages of the Tender submittals where entries, corrections or amendments have been made shall be initialed by the person signing the Tender.

15.13 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.14 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:

(i) as sole proprietor of the firm or as attorney of the sole proprietor;

(ii) as a partner or partners of the firm;

(iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

15.15 The original Notarized Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

15.16

15.17

J. SUBMISSION OF TENDERS

Second Cover : Qualification cum Technical Package

The Form of Tender (in the format indicated in Section 4);

Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;

Duly stamped and signed Tender Document on all pages.

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.3 **Third Cover: Financial Package**

a) Priced Bill of Quantities (in the format indicated in Volume 2);

Not used.

Form of Tender

The Tenderer shall complete the 'Form of Tender' furnished in the Tender documents and submit duly signed and stamped along with the Qualification Cum Technical Package. The Tender shall submit the priced Bill of Quantities indicating the percentage (above or below or at par) and amount with Financial Package.

Tender prices

The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the priced Bill of Quantities submitted by the Tenderer.

11.1.1Taxes & Duties: The Quoted prices shall be inclusive of all applicable taxes but **exclusive of GST** as specified under GCC clause 39. BMRCL shall pay the GST as invoiced by the Contractor to BMRCL.

The supplier shall ascertain all applicable Taxes and Duties under the applicable Acts and shall be included the Quoted Price.

The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract**.**

11.1.2 **Income Tax deduction:** As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.

The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

50.1 **A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.**

Tender Currency

Prices shall be quoted in Indian Rupees only.
Tender validity

Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender, but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with Clause 14 in all respects.

Earnest Money Deposit (EMD) / Tender Security

Pursuant to ITT Clause 9, the Tenderer shall furnish, as part of its Tender, an Earnest Money Deposit (EMD) in the amount as specified in Appendix to Form of Tender (Section 4).

The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.

(a) The Earnest Money Deposit shall be denominated in Indian Rupees and shall be in the form of a crossed Demand Draft /Pay Order / Banker’s Cheque, issued in favour of **Bangalore Metro Rail Corporation Ltd**from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule **payable atBangalore.**

(OR)

(b) An irrevocable **Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable **at a designated branch in Bangalore** (*specify the name of the branch and address*) in the form given in **Proforma A of Section 9** to the Tender documents. However, ‘Earnest Money Deposit’ Bank Guarantee format is also available in http://www.bmrc.co.in/tenders.htm.

The Earnest Money Deposit shall be valid for a period as specified in Appendix to Form of Tender (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.
The Earnest Money Deposit shall be submitted in its original form; copies will not be accepted; and No interest will be payable by the Employer on the Earnest Money Deposit.
Unsuccessful Tenderer's Earnest Money Deposit (EMD) will be discharged / returned upon the Successful Tenderer signing the unconditional acceptance of the Letter of Acceptance (LoA) communicated by the Employer in pursuant to ITT clause 29 and furnishing the Performance Security by them pursuant to ITT clause 30.

The Successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon the Tenderer signing the unconditional acceptance of the Letter of Acceptance (LoA) communicated by the Employer in pursuant to ITT clause 29 and furnishing the Performance Security pursuant to ITT Clause 30.

The Earnest Money Deposit (EMD) may be forfeited:

If a Tenderer (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

In case of a successful Tenderer, if the Tenderer fails:
To sign the LoA in accordance with ITT Clause 29; or
To furnish Performance Security in accordance with ITT Clause 30.
Any Tender not accompanied by an acceptable Earnest money deposit and not secured as indicated in ITT Sub-Clauses 14.1 and 14.5 shall be rejected by the Employer as non-responsive, pursuant to ITT Clause 23.
Tenderers should ensure that the Earnest Money Deposit (EMD) envelope is available separately and not kept in Second or Third cover of the Tender document. If the Earnest Money Deposit (EMD) is kept elsewhere, the Tender will be summarily rejected.
Upon ‘Letter of Acceptance’ being signed/ returned by the successful Tenderer and on submission of Performance Security in accordance with ITT Clause 30, BMRCL will promptly discharge / return the EMD / Tender Security. BMRCL shall also return the Tender security/EMD of unsuccessful Tenderers and return their unopened proposals. Tenderers who submit EMD through Demand Draft / Pay order / Banker’s Cheque needs to fill **Annexure-3 in Section-10**, along with **a cancelled cheque leaf** for refund of EMD through NEFT/RTGS.

Format and signing of Tender

The Tenderer shall prepare one Original and a Copy of the documents comprising the Tender as described in ITT Clause 9, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**" and "**COPY"** as appropriate. In the event of discrepancy between them, the Original shall prevail.

The Original and a Copy of the Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The authorization letter shall be indicated by written Notarized Power-of-Attorney accompanying the Tender. All pages of the Tender submittals where entries, corrections or amendments have been made shall be initialed by the person signing the Tender.

The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

SUBMISSION OF TENDERS

51. Sealing and Marking of Tenders

16.12 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted Electronically through Karnataka Public

Procurement Portal on or before the last date and time for Tender submission as published therein.

16.13 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

16.14 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

16.15 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal.BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16.16 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

16.17 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

16.18 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

TENDER NO: ……

ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE

BMRCL Office Address for submission of hardcopy:

To
……
Bangalore Metro Rail Corporation Ltd.,
……,
Bengaluru, PIN: ……,
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.19 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

16.20 Telex, Facsimile or Emailed Tenders will be rejected.

16.21 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract"given in the Tender documents.

16.22 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

52. Sealing and marking of Tenders

16.23 Tender shall be placed in single outer cover consisting of three covers as explained below.

16.1.1 **First Cover:Tender Securing Declaration**

The Tenderer shall submit the "Tender Securing Declaration", in accordance with ITT Clause 9.1.1, in a separate envelope marked **"ENVELOPE 1FIRST COVER – Tender Securing Declaration for Tender No.** BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22.BMRCL/O&M/CSW/1203/L1/20182019-19 Do20**Do not open before 15:30 hours on 1800-0700-20182021."**

16.1.2 **Second Cover: Qualification cum Technical Package**

a) Original documents of "The Form of Tender, Qualification Information, any other submissions as per requirements of Tender Document, duly stamped and signed Tender Document", in accordance with ITT Clause 9.1.2, shall be placed in one cover and marked "**ORIGINAL – QUALIFICATION CUM TECHNICAL PACKAGE for Tender No**BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22.MRCL/O&M/CSW/12/L1/2019-20BMRCL/O&M/CSW/03/2018-19.

b) A copy of the above documents except Tender document shall be placed in a separate cover and marked "**COPY - QUALIFICATION CUM TECHNICAL PACKAGE for Tender No.** BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22.

c) BMRCL/O&M/CSW /12/L1/2019-20BMRCL/O&M/CSW/03/ 2018-19.

These two covers shall be placed in a single separate cover and marked "**SECOND COVER - QUALIFICATION CUM TECHNICAL PACKAGE for Tender No**BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/CSW/12/L1/2019-20BMRCL/O&M/CSW/03/ 2018-19. **Do not open before 15 :15: 30 hours on 1800-00-2021-07-2018**".

16.1.3 **Third Cover:Financial Package**

a) Original documents of "Priced Bill of Quantities", in accordance with ITT Clause 9.1.3, shall be placed in one cover and marked "**ORIGINAL – FINANCIAL PACKAGE for Tender No.** BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/CSW/12/L1/2019-20BMRCL/O&M/CSW/03/2018-19."

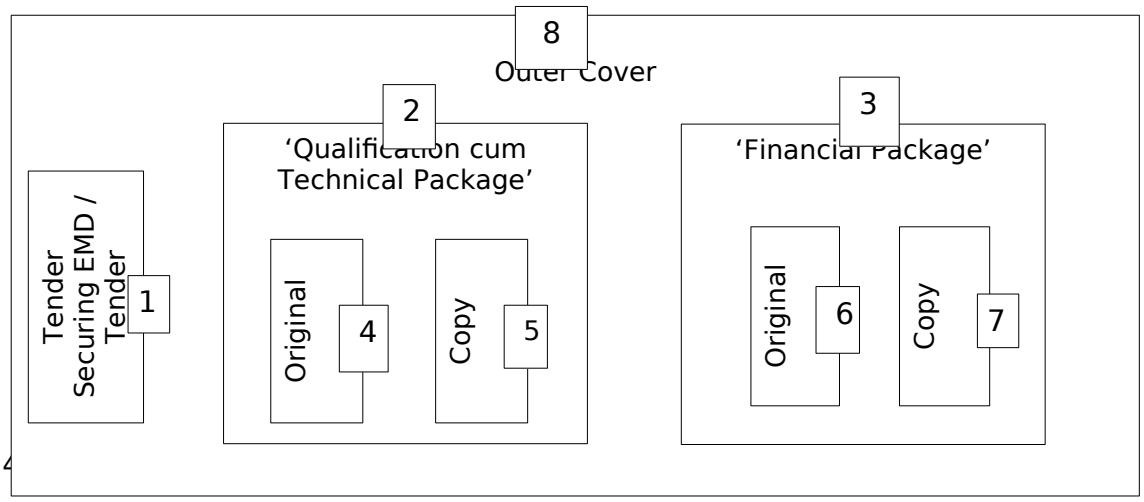
b) A copy of the above documents shall be placed in a separate cover and marked "**COPY –**

FINANCIAL PACKAGE for Tender No.BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22BMRCL/ O&M/CSW/12/L1/2019-20BMRCL/O&M/CSW/03/2018-19.

These two covers shall be put in a single separate cover and marked "**THIRD COVER - FINANCIAL PACKAGE for Tender No.**BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/ CSW/12/L1/2019-20BMRCL/O&M/CSW/03/2018-19.

16.1.4 **Outer Cover:**

All the above three covers (the First cover, the Second Cover and the Third cover) shall be sealed in an **Outer Cover**. Thus there will be a total of **Eight Covers** altogether.



16.24

(a) be addressed to the Employer as given in Appendix to Form of Tender, And

(b) bear the Project Name, the Notice Inviting Tenders (NIT) title, number and a statement **"Do not open before 15 : 30 hours on 1800-00-2021-07-2018"**

16.25 In addition to the identification required in ITT Sub-Clause 16.2, the inner envelopes shall indicate the **name and address of the Tenderer** to enable the Tender to be returned unopened in case it is declared late.

16.26 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

16.27 Telex, cable or facsimile or email Tenders will be rejected.

16.28 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents. Each page of the Tender shall be signed and stamped by the Authorized Signatory of the Tenderer.

16.29 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

16.30 One set of complete Tender documents downloaded from BMRCL's website (including 'Employer's clarifications on pre-bid queries' and 'addenda' if any) untampered, signed and stamped on right hand bottom corner of each page shall be submitted with the Tender.

Tender document is not transferable and the party to whom Tender has been sold can only quote/submit their offer against the Tender. Tenderer cannot authorize any other party on his behalf. All correspondence will be made with the Tenderer to whom Tender document has been sold.

53. Deadline for submission of the Tenders

17.3 Tenders must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause16.7.

17.4 The Employer may, at their discretion, extend thedeadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjectedto the deadline as extended.

17.5 Tenders must be received by the Employer at the address specified in Appendix to Form of Tender not later than time and date given in the Invitation forNotice Inviting Tenders (NIT) (Section 1). In the event of the specified date for the submission of Tenders being declared a holiday for the Employer, the Tenders will be received up to the appointed time on the next working day.

17.6 The Employer may, at its discretion, extend this deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended.

54. Late Tenders

18.1 In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.
Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.
Hard copies of those Tenders which have been uploaded in the e-Procurement Portal successfully only will be considered for evaluation.

Any Tender received by the Employer after the deadline for submission of Tenders prescribed by the Employer, pursuant to ITT clause 17, will be rejected and / or returned unopened to the Tenderer.

55. Modification and Withdrawal of Tenders

19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

19.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause13.1 above or as extended pursuant to ITT Sub-clause13.2 may result in the forfeiture of the Earnest Money Deposit pursuant to ITT Clause 14.

The Tenderers may modify contents of **First or Second or Third covers** separately for each cover or withdraw their Tenders, after the Tender submission, provided that written notification of the "**MODIFICATION**" or "**WITHDRAWAL**" is received by the Employer prior to the deadline prescribed in ITT Clause 17.

19.2 Each Tenderer's modification separately for each cover or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITT Clause 15 and 16, not later than the deadline for submission of the Tenders with the outer and inner envelopes additionally marked "**MODIFICATION FOR FIRST / SECOND / THIRD COVER**" or "**WITHDRAWAL**", as appropriate.

19.3 No Tender may be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause 13.1 above or as extended pursuant to ITT Sub-clause 13.2 may result in the

debarment pursuant to ITT Clause 14.

K. TENDER OPENING AND EVALUATION

56. Tender opening

56.1 **Qualification Cum Technical Package:**

56.1.1 **Opening of Qualification Cum Technical Packageof all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package' will not be opened for such Tenderers.

Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

56.1.2 The Tenderers will be examined for the following submittals:

i) Presence of valid Tender Security/EMD
ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 9.1 and,
iii) Submission of original documents as per ITT clause 9.2.

56.1.3 The Employer will evaluate and determine whether each Tender

(d) meets the eligibility criteria defined in ITT Clause 2;
(e) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and
(f) meets the minimum qualification criteria stipulated in ITT Clause 3.

The Employer will draw out a list of qualified Tenderers.

56.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected.All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

56.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

56.2 **Financial Package**

56.2.1 Opening of Financial Packageof Qualified Tenderers:

The Financial Package of the Tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

56.2.2 The Tenderers' names,the Percentage rate (Above or Below or At Par), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

56.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 22, 23, 24 and 25 below.

56.2.4 Conditional Tenders are not acceptable and will be summarily rejected.

56.2.5 The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITTSub-clause 20.2.3.

56.3 **Opening of First & Second Cover of all Tenderers and Evaluation to determine qualified Tenderers:**

56.3.1 The Employer will open the First Cover (**Tender Securing Declaration**)followed by the Second Cover (Qualification cum Technical Package) of the Tenders, whose **Tender Securing Declaration** has been found acceptable, (except those received late or withdrawn), including "**MODIFICATIONS FOR FIRST / SECOND COVER**" made pursuant to ITT Clause 19, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in ITT Clause 17. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

56.3.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The Tender of a Tenderer for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 19 shall not be opened.

56.3.3 The Tenderers names, the presence or absence of **Tender Securing Declaration**the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the Tender opening stage.

No Tender shall be rejected at Tender opening stage except for the late Tenders pursuant to ITT Clause 18 or Tenders not accompanied by an acceptable **Tender Securing Declaration**. Late and withdrawn Tenders will be returned unopened to Tenderers.

56.3.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.1.3.

56.3.5 The Third Cover of all the Tenderers including modifications for Third Cover shall be placed in a large cover and securely sealed in the presence of the Tenderers or their representatives, who are present and also get the same signed by all those Tenderers or their representatives who remain present at the Tender opening. The large cover shall be kept in safe custody of the Employer.

56.3.6 The Employer will evaluate and determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required **Tender Securing Declaration**as per stipulations in ITT Clause 14; and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

56.3.7 Tenders which are not accompanied by a valid **Tender Securing Declaration**shall be considered as non-compliant and rejected. Second cover and Third cover of such Tenderers will not be opened.

56.3.8 All decisions whether a Tender is Non- Responsive, unacceptable or whether a **Tender Securing Declaration** is fraudulent or unacceptable or non- compliant will be that of the Employer.

56.4 **Opening of Third Cover of Qualified Tenderers and Evaluation:**

56.4.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Third Cover (Financial Package). The Employer will open the Third Covers of only those Tenderers who are found to be qualified to execute the tendered works at the appointed time and date in the presence of the Tenderers or their representatives who choose to attend. In the event of the specified date of Third Cover opening being declared a holiday for the Employer, the Third Covers will be opened at the appointed time and location on the next working day.

56.4.2 Envelopes marked **“MODIFICATION FOR THIRD COVER”** shall be opened and the submissions therein read out in appropriate detail.

56.4.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

56.4.4 The Employer shall prepare minutes of the Third Cover Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.2.3.

The Tenderer’s designated representatives who choose to attend the Tender opening will be required to sign the minutes recorded during the Tender opening.

The omission of Tenderer's signature on the minutes shall not invalidate the content and effect of the record.

57. Tender opening

20.1 The Employer will open the First Cover (EMD/Tender Security) followed by the Tender document (Copy/Original Tender), whose EMD has been found acceptable (except those received late or withdrawn), including "**MODIFICATIONS**" made pursuant to ITT Clause 19, in the presence of the Tenderers or their representatives who choose to attend on the date and the place specified in ITT Clause 17. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

20.2 Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. The Tender of a Tenderer for which an acceptable notice of withdrawal has been submitted pursuant to ITT Clause 19 shall not be opened.

20.3 The Tenderer's names, Tender withdrawals and modifications, the presence or absence of Earnest Money Deposit (amount, format and validity), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer, may consider appropriate, will be announced by the Employer at the Tender opening stage. No Tender shall be rejected at Tender opening stage except for the late Tenders pursuant to ITT Clause 18 or Tenders not accompanied by an acceptable EMD.

Late and withdrawn Tenders will be returned unopened to Tenderers.

20.4 The Employer shall prepare Minutes of the Tender opening, including the information disclosed to those present in accordance with ITT Sub-Clause 20.3.

20.5 The Tenderer's designated representatives who choose to attend the Tender opening will be required to sign the minutes recorded during the Tender opening. The omission of Tenderer's signature on the minutes shall not invalidate the content and effect of the record.

20.6 The Employer will evaluate and determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.7 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. Tenders of such Tenderers will be returned unopened.

20.8 All decisions whether a Tender is Non- Responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non- compliant will be that of the Employer.

58. Process to be confidential

iii) Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

iv) From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

v) Any effort by a Tenderer to influence the Procuring Entity in Tender Evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer’s offer.

vi) Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

58.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

vii)

59. Clarification of Tender submittals

22.4 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause24.

22.5 Subject to ITT Sub-clause22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.6 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers’ Tender.

22.7 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.

22.8 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the

Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.9 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

60. Examination of Tenders and determination of responsiveness

23.4 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.5 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.6 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation

61. Correction of errors

24.4 The Item rates and/or Percentage (above /below/at par) indicated in the Financial Package shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.

24.5 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(b) where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate /percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate /percentage will be corrected.

24.6 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-clause 14.8 of ITT.

62. Evaluation and comparison of Tenders

25.7 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23.No Tender will be

considered if complete requirements covered in the schedule is not included in the Tender.

25.8 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.9 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.10 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.11 The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation.

25.12 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.

L. AWARD OF CONTRACT

63. Award criteria

63.1 Subject to ITT Clause 28and ITT clause 34, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be:

(c) eligible in accordance with the provisions of ITT Clause 2, and

(d) Qualified in accordance with the provisions of ITT Clause 3.

64. Employer's right to vary Quantities during the Contract

64.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the Special Conditions of Contract.

65. Employer's right to accept any Tender and to reject any or all Tenders

65.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action.In such a case, EMD shall be released/returned promptly.

65.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding

66. Notification of award and signing of Agreement

66.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

66.2 Unless until a formal Agreement is prepared and executed, the Tender together with a "Letter of Acceptance" shall constitute a binding Contract between both the Parties.

66.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

66.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 14.

66.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

67. Security deposit / Performance Security

67.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **Proforma-B of Section-9**for an amount as specified in 'Appendix to Form of Tender' (Section 4).

67.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-clause30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the EarnestMoney Deposit.

68. Corrupt or Fraudulent practices

68.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(d) defines, for the purposes of this provision, the terms set forth as follows:

(iii) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(iv) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(e) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(f) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract,if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

68.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-clause47.2of the General Conditions of Contract.

69. One Tender per Tenderer

Each Tenderer shall submit only one (01)Tender. A Tenderer who submits or participates in more than one (01) Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

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70. Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

23.7 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.8 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's

rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation

Correction of errors

24.7 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(c) where there is a discrepancy between the rates/percentage in figures and in words, **thewords will govern**; and

(d) where there is a discrepancy between “quoted rate of percentage above /below/at par” and amount derived”, the quoted rate of percentage above/below/at par will govern and the amount will be calculated accordingly.

(e) If no percentage rate has been indicated either in words or figures, the percentage rate shall be considered at par and amount shall be calculated accordingly.

(f) Where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate/percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate/percentage will be corrected.

(g) If more than one percentage is quoted, then the lowest amongst them will be considered for evaluation purpose.

24.8 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the tender is liable to be debarred in accordance with Sub-Clause 14 of ITT.

Evaluation and comparison of Tenders

25.13 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the Schedule is not included in the Tender.

25.14 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause 24; and
(b) Making appropriate adjustments to reflect discounts or other price modifications offered.

25.15 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.16 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluationcriteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

AWARD OF CONTRACT

Award criteria

70.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(e) eligible in accordance with the provisions of ITT Clause 2, and
(f) Qualified in accordance with the provisions of ITT Clause 3.

71. Employer's right to vary Quantities during the Contract

71.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the respective Special Conditions of Contract.

72. Employer's right to accept any Tender and to reject any or all Tenders

72.1 Notwithstanding ITT Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action.

72.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL’s decision in this regard shall be final and binding.

73. Notification of award and signing of Agreement

73.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable,email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

73.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITT Clause 30.

73.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA; the successful Tenderer will sign the Agreement and deliver it to the Employer.

73.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

73.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

74. Security deposit / Performance Security

74.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **ProformaB ofSection: 9** for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.1.1 Tenderer30.1.1 Tenderer shall furnish an additional Performance Security for abnormally low quoted Tenders which shall be calculated as below :

(i) If the Tender price offered by the lowest Evaluated Tenderer is lower than 10% but upto 20% of the Estimated cost, then the additional performance security shall be calculated @ 10% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

(ii) If the Tender
price offered by the lowest evaluated Tenderer is lower than 20% of the estimated cost then the additional performance security shall be calculated @ 15% of the difference in the (a) Estimated cost (as mentioned in NIT) - 10% of the estimated cost and (b) the Tender price offered by the lowest evaluated Tenderer.

Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and Tenderer is liable to be debarred in accordance to ITT clause 14.80.

Corrupt or Fraudulent practices

74.2 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL :

(g) defines, for the purposes of this provision, the terms set forth as follows :

(v) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(vi) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(h) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(i) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed contract.

74.3 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 47.2 of the General Conditions of Contract.

75. One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

76. Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

77. **While all efforts have been made to avoid errors in drafting this Tender documents and the Tenderer is advised to check the same carefully and seek clarification within the scheduled period only. No claim on account of any errors detected in Tender document shall be entertained.Not used**

78. **Eligible Source Countries of the Tenderer**

78.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".
['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].

Note:

Tenderersare advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.

78.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

78.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-6'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

78.4 Not Used

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SECTION 3: QUALIFICATION INFORMATION

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the tenderer as provided for in Clause 3.1of the Instructions to Tenderer. This information will not be incorporated in the Contract

1.1	Constitution or legal status of Tenderer	(Attach copy)
	Agency in which Registered (with Registration No.)	…… (Attach Copy)
	Principal place of business:	……

		Financial Year	Total Value of works for the year (Rs. Lakh)	Multiplication factor for updation value of work done to 20231-224	Total value of Works updated to 20231--224(Rs. Lakh)
1.2	Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs) #	2018-192016-17		1.311.46	
		2019-202017-18		1.231.33	
		2020-212018-19		1.141.21	
		2021-222019-20		1.071.10	
		2022-232020-21		1.001.00	

*Value of work as defined in ITT clause 3.
- Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place &State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works **remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

** Attach certificates duly attested by the Employer or Engineer-in-Charge of the ongoing works……
…..

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

……
……

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

……
……

1.5 Work performed as Prime/sub-Contractor (in the same name) on works of similar nature during the last five years counted as 28 days prior to date of tender submission. [With respect to ITT Clause 3.4(b)].

Project Name	NameofName of Employer	DescriptionofDescription of Work	Contract Number	Valueof contract Rs. Lakhs	Dateof issueof Work order	Specified periodof completion	Actualdate of completion	Remarksexplaining reasons fordelayincompletionofwork
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

……

……

1.6 Construction equipment owned by the tenderer and equipment proposed to be deployed on this contract, if awarded; The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below:

Sl No	Item of Equipment	Requirement	Owned		Hired		Remarks
			Capacity	Age/ Condition	Capacity	Age/ Condition	
1	Welding machineCutting Machine	04 nos02 Nos					
2	Core cutting machine Self-tapping screw machine	02 nos02 Nos					
3	Drilling Machine	02 Nos					
4	Welding machine	01 Nos					
5	Glass cutting machine	02 Nos					
6	Scaffolding materials, Ladders and other tools etc., to cover 30Mtrs long and height as required.(Minimum 6.00M)	1 Set					
7	Concrete Mixer Upper type	01 No					

8	Concrete Vibrator 40mm Needle size	02 Nos					
9	MS Shuttering materials with adjustable props	100 Sqm					

……
……

1.7 Reports on the financial standing of the Tenderer, such as balance sheet, Profit and Loss statements and Auditor's reports for the last five years; (provisional financial statement are not acceptable).;

1.8 Qualification and experience of the key technical and Management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.

1.9 Not used

Proposals for subcontracting components of works amounting to more than 20% of the contract price *[for each, the qualifications and experience of the identified sub-contractor in the relevant fields should be attached.]*Not Used

1.10 Quantities of work executed as Prime Contractor (in the same name) during the last five years prior to date of NIT.[with[with respect to ITT Clause 3.4(c)].

Year	Name of Work	Name of Employer	Quantity of work performed *		Remarks (Indicate Contract reference)
			Providing and fixing UPVC/CPVC Pipe line	Masonry works (Load bearing wall and plastering) -Sqm	
2018-					
2019-					
2020-					
2021-					
2022-					

**** items of works for which data is required should tally with that specified in ITT clause 3*

1.11 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.45 (b): Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. …… is a reputed company with a good financial standing. If the Contract for this work, namely "…… *(name of the work)* ……" is awarded to the above firm, we shall be able to provide

overdraft / credit facilities to the extent of Rs. …….. to meet the working capital requirements for executing the above Contract, apart from the facilities provided to the contractor, if any

Sd/-
Name of the Bank, Senior Bank Manger
Address: ……

1.12 Information on litigations in which the Tenderer is involved.

Employer	OtherParty(ies)	Detailsofdispute	Amountinvolved	Remarksshowingpresentstatus

……
……

1.13 The proposed methodology and program of works, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per key details.

1.14 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.5 (b): Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. …… is a reputed company with a good financial standing. If the Contract for this work, namely "…… *(name of the work)* ……" is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. …….. to meet the working capital requirements for executing the above Contract.

Sd/-
Name of the Bank, Senior Bank Manger
Address: ……

1.15 Information on litigations in which the Tenderer is involved and undertaking to be furnished as per the format given in Annexure 4.

Employer	OtherParty(ies)	Detailsofdispute	Amountinvolved	Remarksshowingpresentstatus

……
……

----xxx---

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SECTION 4 :4: FORM OF TENDER

Tender
No:BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/……/……/
WORK_INDENT……BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/CSW/12/L1/2019-20.

Description of Work: **Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line - 2Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1..MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1**

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no ..... dated ..... including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;

a) Tender Security / Earnest Money Deposit (EMD)
b) Qualification cum Technical Package
c) Financial Package.

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities'which aremade part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ……. day of ……. 20 …..

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"……"

(To be submitted duly printed, signed and stamped by the authorized signatory of the Tenderer on Tenderer's letter pad).
(To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the authorized signatory of the Tenderer on Tenderer's letter pad).

To:
The Chief General Manager (Civil),
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no …… dated …… including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;

d) Tender Security / Earnest Money Deposit (EMD)
e) Qualification cum Technical Package
f) Financial Package.

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities'which aremade part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ……. day of ……. 20 …..

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"……."

(To be submitted duly printed, signed and stamped by the authorized signatory of the Tenderer on Tenderer's letter pad).

(To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the authorized signatory of the Tenderer on Tenderer's letter pad).

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderers, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender Notification No.BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/ L2/02/2021-22.BMRCL/O&M/CSW/07/L2/2018-19 datedDated00-0004-2021 including any addendum/amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents in duplicate, which includes the following for the said works;

a) First Cover : Tender Securing Declaration
b) Second Cover :Qualification cum Technical Package
c) Third Cover : Financial Package

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Bill of Quantities which are made part of the Financial Package.
Having examined the Tender Documents including Addenda Nos. ..... *(insert numbers) ……..,* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to execute " . Periodical Painting, distempering, colourwashing etc to BYPH Depot, BYPH and SVRD Metro Station buildings of Reach 1 of Line 1. " in conformity with the said Tender documents for the sum of "…….. *(Total Tender Amount in figures) …… (in words)"* or such other sums as may be ascertained in accordance with the Bill of Quantity attached herewith and made part of this Tender.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Tender Securing Declarationrequired by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to **Three (03)** percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 13 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 2021.

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"……"

(To be submitted duly printed, signed and stamped by the authorized signatory of the Tenderer on Tenderer's letter pad).

SECTION 4 : FORM OF TENDER

Tender No :BMRCL/O&M/CSW/03/2018-19.

Description of Work :Painting, distempering, colour washing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1.

To:

The Chief General Manager (Civil),
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderers, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender Notification No BMRCL/O&M/CSW/03/2018-19 dated 23-06-2018 including any addendum/amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents in duplicate, which includes the following for the said works;

First Cover : Tender Security/Earnest Money Deposit (EMD)
Second Cover : Qualification cum Technical Package
Third Cover : Financial Package

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Priced Bill of Quantities which are part of the Financial Package

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the ‘Appendix to Form of Tender’.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender Validity Period specified in Clause 13 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

This Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 20 .....

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"....."

(To be submitted duly printed, signed and stamped by the Tenderer on Tenderer's letter pad)

APPENDIX TO FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

Sl. No	Reference Contract clauses	Description
1.	Employer's Name & Address	The Chief General Manager (Civil), Bangalore Metro Rail Corporation Ltd (O&M Wing) Admin Building, Baiyappanahalli DepotIII floor, BMTC Complex K.H Road, S V RoadShanthinagar/Complex, Bangalore – 560 038027,
2.	Warranty / Defects Liability Period (GCC clause 50)	The Warranty/Defects Liability Period shall start from the date of acceptance by the Employer and shall continue until 0312 months from that date of acceptance as in GCC clause 50.
3.	Validity of Tender (ITT clause 13)	**120 days** from the latest date of submission of Tenders as per ITT clause 13.
4.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)Tender Securing Declaration	Tender Security/Earnest Money Deposit (EMD) of INR **Rs.1,27,041 1,45,708/- (Rupees One Lakh Twenty Seven Thousand and Forty One OnlyRupees One Lakh Fourty Five Thousand Seven Hundred and**
5.	Contractor's Name & Address with telephone No and e-mail id	.....
6.	Submission of queries and pre-bid meeting, date and time of Tender Submission, Tender opening and placeDate and time of Tender Submission and Tender opening, and Place	• **Last date for submission of queries by Tenderers:** As specified in e-Procurement Portal • **Date of Pre-bid meeting:** As specified in e-Procurement Portal • **Date for Tender Submission:** As specified in e-Procurement Portal • **Date for Tender Opening:** As specified in e-Procurement Portal • **Last date for submission of queries by Tenderers :** Up to 17:30 Hrs (IST) on 00-00-2021 • **Date of Pre-bid meeting :** At 11:30 Hrs (IST) on 00-00-2021
7.	The Work consists of	SS/ MS Fabrication worksRepair to floors, joinery, roofing, ceiling, water supply fittings, Sanitary fittings and other miscellaneous repair works related to civil works**Repair to floors, joinery, roofing, ceiling,**
8.	Start Date	The date of signingissue of 'Letter of Acceptance' Contract Agreement (LOCAThe date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice
9.	The Stipulated Completion Date for the whole of the Works.	08 months from the date of sign of Contract agreement
Sl. No	**Reference Contract clauses**	**Description**

Sl. No	**Reference Contract clauses**The Stipulated Completion Date for the	**Description**04125608 12months from the date of sign of Contract agreement start date.
10.	The following documents also form part of the Contract (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance, Notice to Proceed with the works (3) Instruction to Tenderers/ Bidders (4) General Conditions of Contract (5) Special Conditions of Contract (6) Form of Tender / Bid Form (7) Technical Specifications including scope of work (8) Bill of quantities (9) Drawings - Not UsedNAAttached (10) Contractor's Proposals (11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA. (12) Any other document forming part of the
11.	The Site Data	**Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1**
12.	Amount of **Performance Security** (See Clause 25 of GCC)	**310% of the Contract Value in INR.** In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original contract price, the Performance Security shall be suitably adjusted at every 6 month at the request of the Employer.The Performance Security shall be in the form of **Demand Draft / Pay Order / Banker's cheque / Bank Guarantee** shall be drawn on and**payable / extendable at a designated**
13.	Liquidated Damages (See Clause 40 of GCC)	The liquidated damages for the whole of the works are 0.1% of the Contract price per day. The maximum amount of liquidated damages for the whole of works is Ten percent (10%) of final Contract price.
14.	Program (see clause 21 of GCC)	Work Program shall be submitted within 15 days of issue of LOA or earlier as required by the Employer/Engineer.Work Program shall be submitted
15.	Payment upon Termination – **Computation of additional cost to the Employer** (GCC Clause 47.1)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be
16.	AS BUILT DRAWINGS (If applicable as per GCC Clause 45)	Not ApplicableNIL.

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SECTION 5 :5: GENERAL CONDITIONS OF CONTRACT

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SECTION: 5 GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

c. The **"Contract"** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2.

d. The **"Contractor"** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;

e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

f. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

g. **"Days"** are calendar days; **"months"** are calendar months.

h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

k. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

l. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

m. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

n. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute theWorks.

o. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

p. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

q. **"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the Works.

r. **"Notice to proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

s. **"Plant"** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

t. The **"Project Site"** or **"Site"** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Employer for the purpose.

u. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

v. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

w. **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

x. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

y. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

z. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

aa. A **"Variation"** is an instruction given by the Employer which varies the Works.

bb. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works."**Local Content**" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

cc. "**Class-I Local Tenderer/Supplier**" means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content as prescribed for 'Class-I Local Tenderer' under ITT clause 34.

dd. Not Used

ee. Not Used

ff. "**L1**" means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

gg. Not Used

hh. "**Nodal Ministry**" means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

ii. "**Procuring entity**" means "the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

2. Interpretation

2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Priced Bill of quantities
(4) Technical Specifications
(5) Drawings-Attached
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and
(9) Any other document listed as forming part of the Contract.

3. Law governing Contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Not Used

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 **Compliance with Labour Regulations**

9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

11. Employer's risks

11.1 TheEmployeris responsiblefortheexceptedriskswhichare (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the works, other than the Contractor’s design.

12. Contractor’s risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Not used

14. Contractor to execute the Works

14.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

15. The Works to be completed by the Stipulated Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Stipulated Completion Date.

16. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

17. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

19. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

20. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

B. Time Control

21. Program

21.1 Within the time stated in the ‘Appendix to Form of Tender’, the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22. Extension of the Time for Completion

22.1 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

23. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

24. Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

25. Performance Security / Security Deposit

25.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed **Demand Draft / Pay Order / Banker's Cheque** in favour of the "Bangalore Metro Rail Corporation Ltd," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bengaluru**.

or

(b) An irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluruin the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

25.2 On the performance and completion of the Contract in all respects, the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 03 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 03 months after satisfactory completion of Defects Liability Period.

25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond the Defects Liability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

25.6 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer :

i) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however, OR

ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause GCC 46 & 47 of GCC shall apply as far as applicable.

26. Not Used

C. Quality Control

27. Identifying defects

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

28. Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

29. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30. Uncorrected defects

30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

31. Inspections and Tests

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

32. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance

Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to ± 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible, the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 Not Used

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

(i) value of the quantities of the items in the BOQ completed and
(ii) Valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Not Used

39. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at sourceas per applicable law.

40. Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

41 Cost of repairs

41.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42 Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

43 Taking over

43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

44 Final Bill / Account

44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's Final Bill / Account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a Schedule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

45 Not used

46 Termination

46.1 The Employer may terminate the Contract if the contractor causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing ;

(d) the Contractor does not maintain safety and security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender'; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47 Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in

terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

48 Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

49 Release from performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50 Warranty/ Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the Contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract / Technical Specifications. OR

b) Pay liquidated damages to the Employer with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

51 Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52 Settlement of Disputes

52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

53 Patent Rights

53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

54 Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided

that this limitation shall not apply to the cost of repairing or replacing defective Works / equipment.

55 Governing Language

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

56 The Courts of Jurisdiction

56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

57 Notices

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.

58 Use of Contract Documents and Information; Inspection and Audit by the Government

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

58.4 The Contractor shall permit BMRCL to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

--- xxx ---

SECTION: 5 GENERAL CONDITIONS OF CONTRACT

G. General

41. Definitions

1.2 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

jj. "Bill of Quantities" means the priced and completed Bill of Quantities forming part of the Tender.

kk. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

ll. The **"Contract"** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2.

mm. The **"Contractor"** is a person or corporate body whosewho's Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;

nn. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

oo. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

pp. **"Days"** are calendar days; **"months"** are calendar months.

qq. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

rr. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

ss. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

tt. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

uu. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

vv. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

ww. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute theWorks.

xx. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

yy. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

zz. **"Materials"** are all supplies, including consumables, used by the contractor for incorporation in theWorks.

aaa. **"Notice to proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

bbb. **"Plant"** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemicalor biological function.

ccc. The **"Project Site"** or **"Site"** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Employer for the purpose.

ddd. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

eee. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

fff. **"Specification"** means the Specification of the Works included in the Contract and any modification oraddition made or approved by the Employer.

ggg. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

hhh. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

iii. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

jjj. A **"Variation"** is an instruction given by the Employer which varies the Works.

kkk. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works.

lll. Not used

mmm. Not Used

nnn. Not Used

ooo. Not Used

ppp. "**L1**" means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

qqq. Not Used

rrr. "**Nodal Ministry**" means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

sss. "**Procuring entity**" means "the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

ttt.

42. Interpretation

2.3 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.4 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Priced Bill of quantities
(4) Technical Specifications
(5) Drawings-Not used
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and
(9) Any other document listed as forming part of the Contract.

43. Law governing Contract

3.2 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

44. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

45. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

46. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

47. NSot Usedubcontracting

48. 7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing, subject to condition as specified in Special Conditions of Contract. Subcontracting does not alter the Contractor's obligations.

49. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

50. Personnel:

9.5 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.6

9.7 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.8 If the Employer asks the Contractor to remove a person who is a member of the Contractor’s staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.9 **Compliance with Labour Regulations**

9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

51. Employer’s and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer’s risks, and the Contractor carries the risks which this Contract states are Contractor’s risks.

52. Employer's risks

11.1 TheEmployeris responsiblefortheexceptedriskswhichare (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the works, other than the Contractor’s design.

53. Contractor’s risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

54. Not used

55. Contractor to execute the Works

14.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

56. The Works to be completed by the Stipulated Completion Date

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Stipulated Completion Date.

57. Safety

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

58. Discoveries

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

59. Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

60. Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

61. Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

H. Time Control

62. Program

21.2 Within the time stated in the ‘Appendix to Form of Tender’, the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.3 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

63. Extension of the Time for Completion

22.3 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.4 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

64. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

65. Management meetings

24.3 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.4 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

66. Performance Security / Security Deposit

25.8 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(b) A crossed **Demand Draft / Pay Order / Banker's Cheque** in favour of the "Bangalore Metro Rail Corporation Ltd," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bengaluru**.

or

(b) An irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluruin the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

25.9 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish Performance security (including additional security for an unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(c) A crossed Demand Draft / Pay Order / Banker's cheque in favour of the "**Bangalore Metro Rail Corporation Ltd**," from an Indian SchSchedulededuled Bank (excluding Cooperative Banks) or from a SchSchedulededuled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second SchSchedule edule,**payable at Bangalore**.

or

(b) An irrevocable Bank Guarantee issued from an Indian SchScheduled eduled Bank (excluding Cooperative Banks) or from a SchScheduled eduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second SchSchedulepreferablyedule drawn on and **payable and extendable at a designated branch in Bangalore***(specify the name of the branch and address)* in the form given in **Proforma B ofSection 9** to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in http://tender.bmrc.co.in:90

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in this clause, the Employer may debar the Contractor forom participationg in Tendering process in any tender of with BMCRL for a period of **one two (12) yearsfrom the date of default**.

25.10 On the performance and completion of the Contract in all respects, the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 03 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 03 months after satisfactory completion of Defects Liability Period.

25.11 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.12 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond the Defects Liability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.13 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

25.14 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

25.15 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer :

iii) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however, OR

iv) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause GCC 46 & 47 of GCC shall apply as far as applicable.

67. Not Used

68.

NOT USED

NOT USED

I. Quality Control

69. Identifying defects

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

70. Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

71. Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

72. Uncorrected defects

30.2 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

73. Inspections and Tests

31.5 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.6 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.7 The Employer's right to inspect,inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.8 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

74. Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

J. Cost Control

75. Bill of Quantities (BOQ)

33.3 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.

33.4 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

76. Variations

34.5 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(g) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(h) Omit any item of work;
(i) Change the character or quality or kind of any item of work;
(j) Change the levels, lines, positions and dimensions of any part of the work;
(k) Execute additional items of work of any kind necessary for the completion of the works; and
(l) Change in any specified sequence, methods or timing of construction of any part of the work.

34.6 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.7 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.8 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

77. Payments for Variations

35.8 Payment for increase in the quantities of an item in the BOQ up to ± 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.9 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.10 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible, the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.11 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.12 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.13 Not Used

35.14 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

78. Submission of bills for payment

36.4 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.5 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

(i) value of the quantities of the items in the BOQ completed and
(ii) valuationValuation of Variations.

36.6 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

79. Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

80. Not Used

81. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at sourceas per applicable law..

82. Taxes & Duties

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable law.

Taxes & Duties: Contract prices shall be inclusive of all applicable taxes but exclusive of GST as specified under GCC clause 26. BMRCL shall pay the GST as invoiced by the Contractor to BMRCL.

The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract**.**

39.2 ~~**Taxes & Duties:**~~

~~The quoted price shall include all State and Central taxes except the Service Tax and Value Added Tax on the transaction between the Contractor and the BMRCL.~~
~~The Service Tax shall be paid to the Contractor as Charged in the invoice raised by the Contractor on BMRCL subject to proof of payment of Service Tax to the department. Works Contract Tax under the Karnataka Value Added Tax Act 2005 shall be borne by BMRCL and remitted to the Commercial Tax Department, as per the provisions of the said Act. The Contractor shall obtain registration under the Service Tax Act and furnish the tax registration number. Failure to furnish the Service Tax Registration, the Service Tax shall not be reimbursed. The Contractor shall furnish the details of the entry tax paid to the Commercial Taxes Department related to this contract along with the concerned IPC.~~
~~Any other levy which is invoiced to BMRCL shall be borne by BMRCL and accordingly paid.~~

39.3 **Income Tax deduction:** As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

39.3 39.4 ~~Change in Law: "Change in Law" means the occurrence or coming into force of the following, at any time after the last Date of Submission of tender. Due to the new tax regime (GST) when introduced after the commencement of work in pursuance of this contract and in the course of execution this contract but before completion of this contract, the contractor shall reduce the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, BMRCL shall reimburse the taxes viz: Integrated Goods and Service Tax (IGST), Central Goods and Service Tax (CGST) & State Goods and Service Tax (SGST), as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.~~

83. Liquidated damages

58.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

58.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

59 Cost of repairs

41.2 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

K. Finishing the Contract

60 Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

61 Taking over

43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

62 Final Bill / Account

44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's Final Bill / Account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a schSchedule edule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

63 Not used

64 Termination

46.6 The Employer may terminate the Contract if the contractor causes a fundamental breach of the Contract.

46.7 Fundamental breaches of Contract include, but shall not be limited to the following:

(g) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(h) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(i) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing ;

(j) the Contractor does not maintain safety and security which is required;

(k) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender'; and

(l) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(iii) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(iv) "Fraudulent practice" means any omissionoromission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.8 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.9 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.10 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

65

66 Payment upon Termination

47.3 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.4 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill

for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

67 Property

48.2 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

68 Release from performance

49.2 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

(g)

A. OTHERS

69 Warranty/ Defects Liability Period

50.6 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.7 This warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

c) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the Contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract / Technical Specifications. OR

d) Pay liquidated damages to the Employer with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.8 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.9 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.10 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

70 Force Majeure

51.4 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.5 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.6 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

71 Settlement of Disputes

52.2 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

72 Patent Rights

53.2 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or

industrial design rights arising from use of the materials or design or data or any part thereof in India.

73

74 Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

c) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

d) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works / equipment.

75 Governing Language

55.2 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

76 The Courts of Jurisdiction

56.2 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

77 Notices

57.2 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party’s address specified in Special Conditions of Contract.

78 Use of Contract Documents and Information; Inspection and Audit by the Government

58.5 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.6 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.7 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

58.8 The Contractor shall permit BMRCL to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

58.9

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SECTION 6 :6: SPECIAL CONDITIONS OF CONTRACT

1. General

The following Special Conditions shall be read in conjunction with Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions/facilities thereof. The Tenderer shall deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

3. Subcontracting (GCC Clause 7)

The Contractor shall not subcontract the whole or part of the Works.

4. Compliance with labour regulations (GCC Clause 9.4)

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety (GCC Clause 16)

Fire Precautions:

5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

6. Access to the Site (GCC Clause 19)

Security and Passes:

6.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafides of such people, and submit to the Engineer / Employer on demand.

6.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the contractor, his agents employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.

6.3 The contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing etc., nothing extra shall be admissible for any man hours, etc., lost on this account.

6.4 **Conditions of working in restricted area**

Work under this contract lies inNon restricted area.

6.4.1 **Visit to site within the restricted area**

Permission to enter the restrictedsite areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission.Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

6.4.2 **Entry/Exit**

The contractor his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.4.3 **Identity Cards or Passes**

The contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at

the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 **Identity of Workmen**

(i) Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourerslaborers by the contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.

(ii) Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

6.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 **Working Hours**
6.4.7

6.4.6.1 The Metro stations are restricted areas, usually the work can be carried out during working days in the week and remain closed on the Sunday. The working hours available to contractor's labour & staff are 9.00AM to 6.00 PM, however appreciably reduced because of the time taken in security checks observed at the time of entry/exit and during working hours.

6.4.6.2 The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. The Tenderer's attention is, invited to the fact that the total number of working hours for a restricted locations are prescribed in Regulations and they cannot be increased by the BMRCL.

6.4.6.3 Contractor's materials, transport etc., shall normally be permitted to go out of the area (Metro Stations) between 9.00 PM to 6.00 AM only.

6.4.6.4 In an emergency condition, Contractor may also be allowed to carry out the work beyond that mentioned in clause No. 6.4.6.1, but however, no movements of materials and transport out of site of work shall be permitted during night unless special permission is obtained from the higher authorities.

Works to be carried out during day 09:30am to 05:30pm and during night time after revenue hours under line block. Generally line block will be given at 100:00 pmhrs to morning 064:00 amhrs. Workshas ve to be completed within the time and line should be handed over done after availing PTW.for train service.

In an emergency condition, Contractor may also be allowed to carry out the work beyond that mentioned in clause No. 6.4.6.1, but however, no movements of materials and transport out of site of work shall be permitted during day or night unless special permission is obtained from the higher authorities.

6.4.8 **Work on Holidays**

(i) The contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his Representative. The Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.

(ii)

(iii) The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the Contractor by the Employer.

6.4.9 **Working Hours**

6.4.10

6.4.11 The Metro stations are restricted areas, usually the work can be carried out during working days in the week and remain closed on the Sunday. The working hours available to contractor's labour& staff are 9.00AM to 6.00 PM, however appreciably reduced because of the time taken in security checks observed at the time of entry/exit and during working hours.

6.4.6.5

1. The exact working hours, days and non-working days observed for the restricted area, where works are to be carried out shall be deemed to have been ascertained by the contractor before submitting his tender. The Tenderer's attention is, invited to the fact that the total number of working hours for a restricted locations are prescribed in Regulations and they cannot be increased by the BMRCL.

6.4.6.6

6.4.12 Contractor's materials, transport etc., shall normally be permitted to go out of the area (Metro Stations) between 9.00 PM to 6.00 AM only.

6.4.6.7

6.4.13 In an emergency condition, Contractor may also be allowed to carry out the work beyond that mentioned in clause No. 6.4.6.1, but however, no movements of materials and transport out of site of work shall be permitted during night unless special permission is obtained from the higher authorities.

6.4.6.8

6.4.14 Some works has to be carried out during night after revenue hours between 12.00 Midnight To 04.00AM, duly taking PTW(Permission to Work) on daily basis well in advance. Work shall not be allowed to carry out without prior PTW.

6.4.6.9

6.4.15 **Work on Holidays**

(iv) The contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his Representative. The Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.

(v)

(vi) The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the Contractor by the Employer.

6.4.16 **Access to restricted workarea after completion of Works** :-

After the works are completed and surplus stores etc. are removed, the contractor, his agents, representatives or workmen etc., may not be allowed to have access to the work area except for attending any rectification of defects pointed out to him by the Engineer / Employer.

6.4.17 **Water**

Water will not be supplied by the BMRCL. aThe contractor shall make his own arrangement from the earmarked location.
for water

6.4.18 **Co-operation with other Agencies**

The contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part of the work, if any, under separate arrangements.

6.4.19 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non-availability of electricity/gas.

6.4.20 **Emergency Works**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

7. Inspections and Tests (GCC Clause 31)

7.1 **Inspections and tests at final acceptance are as follows:**

(i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following

broad test procedure will generally be followed for inspection and testing of works.

(ii) The acceptance test will be conducted by the Contractor in presence of the Employer/ Engineer / their representative or any other person nominated by the Employer / Engineer. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.

(iii) In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

7.2 **Materials and Samples**

7.2.1 The contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.

7.2.2 Materials provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bangalore Circle. IncaseIn case of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.

8. Variations (GCC Clause 34)

Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

9. Payments for Variations (GCC Clause 35)

Payments for variations shall be made in accordance to GCC Clause 35.

10. Taxes and Duties (GCC Clause 39)

10.1 The Contract price shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL

10.2

as specified under GCC clause 26.

The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

~~**Taxes & Duties:** The quoted price shall include all State and Central taxes except the Service Tax and Value Added Tax on the transaction between the Contractor and the BMRCL.~~

~~The Service Tax shall be paid to the Contractor as Charged in the invoice raised by the Contractor on BMRCL subject to proof of payment of Service Tax to the department. Works Contract Tax under the Karnataka Value Added Tax Act 2005 shall be borne by BMRCL and remitted to the Commercial Tax Department, as per the provisions of the said Act. The Contractor shall obtain registration under the Service Tax Act and furnish the tax registration number. Failure to furnish the Service Tax Registration, the Service Tax shall not be reimbursed. The Contractor shall furnish the details of the entry tax paid to the Commercial Taxes Department related to this contract along with the concerned IPC.~~

~~Any other levy which is invoiced to BMRCL shall be borne by BMRCL and accordingly paid.~~

10.2 Income Tax (IT) deduction: As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

~~**Change in Law:** "Change in Law" means the occurrence or coming into force of the following, at any time after the last Date of Submission of tender. Due to the new tax regime (GST) when introduced after the commencement of work in pursuance of this contract and in the course of execution this contract but before completion of this contract, the contractor shall reduce the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, BMRCL shall reimburse the taxes viz: Integrated Goods and Service Tax (IGST), Central Goods and Service Tax (CGST) & State Goods and Service Tax (SGST), as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.~~

10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

10.4 Contractors shall be entirely responsible for license fees, road permits and any other incidentals , octroi, road permits, etc., incurred until completion of the whole of the Works and handover to the Employer.

10.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc.; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

10.6 Any increase in CGST and SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

b) Taxes and Duties (GCC Clause 39)

1.

2. **10.1 Taxes & Duties:** Contract prices shall be inclusive of all applicable taxes but exclusive of GST as specified

under GCC clause 26. BMRCL shall pay the GST as invoiced by the Contractor to BMRCL.

3.

4. The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

5.

6.

~~**7.** **Taxes & Duties:** The quoted price shall include all State and Central taxes except the Service Tax and Value Added Tax on the transaction between the Contractor and the BMRCL.~~

~~**8.**~~

~~**9.** The Service Tax shall be paid to the Contractor as Charged in the invoice raised by the Contractor on BMRCL subject to proof of payment of Service Tax to the department. Works Contract Tax under the Karnataka Value Added Tax Act 2005 shall be borne by BMRCL and remitted to the Commercial Tax Department, as per the provisions of the said Act. The Contractor shall obtain registration under the Service Tax Act and furnish the tax registration number. Failure to furnish the Service Tax Registration, the Service Tax shall not be reimbursed. The Contractor shall furnish the details of the entry tax paid to the Commercial Taxes Department related to this contract along with the concerned IPC.~~

~~**10.**~~

~~**11.** Any other levy which is invoiced to BMRCL shall be borne by BMRCL and accordingly paid.~~

12.

13. **Income Tax deduction:** As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

14.

~~**15.** **Change in Law:** "Change in Law" means the occurrence or coming into force of the following, at any time after the last Date of Submission of tender. Due to the new tax regime (GST) when introduced after the commencement of work in pursuance of this contract and in the course of execution this contract but before completion of this contract, the contractor shall reduce~~

~~the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, BMRCL shall reimburse the taxes viz: Integrated Goods and Service Tax (IGST), Central Goods and Service Tax (CGST) & State Goods and Service Tax (SGST), as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.~~

16.

17. 10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

18.

19. Contractors shall be entirely responsible for license fees, octroi, road permits, etc., incurred until completion of the whole of the Works and handover to the Employer.

20.

21. The successful Tenderer shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

22. Entry Tax payment challans in relation to this Contract are to be enclosed along with the respective bills for payment.

23. Termination (GCC Clause 46)

11.1 The Fundamental breach of the contract shall also include that “the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).

11.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

24. Settlement of Disputes (GCC Clause 52)

(a)In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

(b)Not Withstanding any dispute herein :

(i) The Parties shall continue to perform their respective obligations under the contract unless they otherwise agree and

(ii) (ii) The Employer shall pay the contractor money due, if any.

13. Notices (GCC Clause 57)

For the purpose of all notices, the following shall be the address of the Employer and Contractor

Employer:

Operations & Maintenance),Bangalore Metro Rail Corporation Ltd
III Floor, BMTC Complex,
K.H Road, Shanthinagar,
Bangalore – 560 027,
Karnataka, India

Contractor :

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.....
.....
(To be filled in after the award of Contract).

14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

14.1 Security of Classified Documents

The contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of contract. The contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

15. Protection of Environment: (New Clause)

[[The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub -contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

16.

17. Approved Materials (New Clause)

16.1 The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The contractor shall produce original receipt voucher of the same.

16.2 The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer's markings.

18. Contract Extension:

At the discretion of the employerthe contract period may be suitably extended till completion of the work in consultation with the contractor with the same terms and conditions of the contract.

19. Payments (GCC Clause 37)

BMRCL has registered itself in TReDS platform for acceptance of contractor's bills (factor unit), in case the contractor opts for the same.

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1. Termination (GCC Clause 46)

11.3 The Fundamental breach of the contract shall also include that "the Contractor has contravened GCC Clause 7 (Subcontracting) and GCC Clause 9 (Personnel).

11.4 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(iii) shall forfeit the performance Security, and

(iv) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

2. Settlement of Disputes (GCC Clause 52)

In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

3. Notices (GCC Clause 57)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer *:*

The Chief General Manager (Civil),
Bangalore Metro Rail Corporation Ltd (O&M Wing),
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Contractor:

.....
(To be filled in after the award of Contract).

4. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

14.2 Security of Classified Documents

The contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of contract. The contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

5. Protection of Environment: (New Clause)

15.1 The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub -contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

6. Approved Materials (New Clause)

16.3 The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The contractor shall produce original receipt voucher of the same.

16.4 The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer’s markings.

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SECTION 7 – TECHNICAL SPECIFICATIONS

1. GENERAL

1.1 All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008), KRBS (2002) specifications and SOR 2018 – 20192023-24 of PW, P & IWTD SOUTH ZONE, Bangalore including errata and amendments read in conjunction with Technical specification and General Conditions of Contract. Technical specification shall take precedence over the Schedule wherever in variance.

1.2 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3 Technical specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008) , KRBS (2002) specifications which are not repeated here-in-after.

1.4 Specification of materials and workmanship shall be all as described in KBS (2008) & KRBS 2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008), KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

2. SSCOPE OF WORK

2.1 The work under this contract comprises of supply, fabrication and erection of M.S structural steel and covering of roof and other entire workMS Railing work for parking area and Lawn area described in schedule and as specified in these Technical specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), etc.; and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the Employer at a later date; Brief Description of the works is as described below,

a. Dismantling, chipping, removing and disposal of any part of the existing structure required for work.
b. Construction of block work, wherever required.
c. Concreting works wherever required.
d. Supply and fabricating of M.S angular/ tubular sections etc., as per the drawing.

2.2. MATERIALS AND THEIR TEST:

The rates quoted are deemed to include for all tests as specified and as required in IS. The Tenderer shall not be allowed any claim on this account. All test are mandatory and shall be carried out as per standard method of testing. The list of testing of materials and their level of test is as prescribed in the relevant IS codes.

3. MATERIALS

3.1 All materials to be supplied by contractor for incorporation in the work shall conform to relevant specifications. In case specification for any materials needed for incorporation in the work is not contained in any of the contract documents the specification of such materials proposed to be incorporated in work shall be got approved in writing from the Engr-in-Charge incorporation in the work.

3.2 All manufactured materials/articles other than those manufactured in contractor's workshop at site of works shall bear I.S certification marks. In case any such articles do not bear the IS certification marks but conform to relevant specifications and are proposed to be incorporated in the works, samples to the same shall be got approved in writing from the Engr –in- Charge before their incorporation in the works. The contractor shall submit sufficient evidence to Engineer-in-Charge to show that such articles conform to the relevant specifications.

3.3 The contractor shall supply samples of materials taking into account delivery period (s) after placing firm order and allowing ample time for their testing and approval in order that if the samples supplied fail to comply with the specified requirements there will be sufficient time for him to submit fresh samples well before the materials are required to be used.

3.4 All manufactured materials/articles shall be brought at site in original sealed containers/packing bearing manufacture's marking unless the quantity required is a fraction of the smallest commercial packing. Sealed container shall be opened in the presence of Engineer-in-Charge as and when required and empty container should be kept in contractor's store till the completion of the project for inspection by Engineer –in-charge or his representatives.

3.5 Materials of proprietary nature shall be measured and recorded in the measurement books/material register as soon as the same is/are brought to site and approved for use. Such measurements will be signed by the Engineer-in-Charge and the authorized representative of the contractor. The contractor is required to obtain all such materials direct from the manufactures/their authorized dealers (if any) and to submit to Engineer-in-Charge original stamped receipted bills along with relevant invoices in support of having brought the full quantity required for incorporation in the work and these documents duly endorsed by the Engineer-in-Charge to the effect that the same materials and quantity have been used in the works. The contractor shall comply with such instructions as are given to him in writing from time to time by the Engineer-in-Charge.

3.6 All local available building materials like aggregate, brick, solid bricks, sand etc shall merely conforming to the samples kept in DGM/CSW office in addition to their conforming with their relevant specifications given in the tender documents. The samples of all such materials shall be got approved from the Engr-in-Charge in writing before these materials are brought to site in bulk. In case of any difference between samples kept in DGM/CSW office and as that specified in respective IS; the specification laid down in IS shall take precedence. In case of any difference in opinion between Engr –in-Charge and contractor in this regard, the decision of DGM/CSW shall be final and binding.

4. STRUCTURAL STEEL

The work shall consist of, but not limited to the following; Supply, fabrication, Installation and providing, cutting, welding and erecting the MS works as per the detailed drawing and Technical specification and provisions of relevant item of the Bill of Quantities read together. The Contractor shall physically check the dimensions at site.

COMMENCING WORK:

Scaffolding: Wherever scaffolding is necessary, it shall be erected on double supports tied together by horizontal pieces, over which scaffolding planks shall be fixed. No bellies, bamboos or planks shall rest on or touch the surface which is being painted.

Where ladders are used, pieces of old gunny bags shall be tied on their tops to avoid damage or scratches to walls.

ROLLED SECTIONS:

All structural steel shall conform to the requirements of any one of the following Indian Standards as specified.
IS800 – 1984 Code of Practice for General Construction Steel
IS 2062 - 1992 (MTD) 4 Structural Steel (Standard quality/Fusion welding Quality) / Wieldable Structural Steel
IS 1975-1977 Structural Steel (Ordinary) Fe 410-0
ISP 6 (I) - 1964 Handbook for Engineers (Structural Steel Section)
IS 262 - 1975 Structural Steel (Standard Quality) 5th Revision.

Structural steel not conforming to the requirements of any of the above standards may be used only if permitted in writing by the Consultant. This permission may be granted after the steel is tested for yield point stress, ultimate tensile stress, elongation, ductility, weld ability or any other property as required by the Consultant.

The Contractor shall furnish a mill certified report, in triplicate, of the tests for each grade of steel from which the material is to be fabricated. The certification shall contain the results of chemical and physical tests required by the specification for the material. In the event the results of any test are not in conformance with the requirements of these specifications, the Consultant reserves the right to make additional mill and laboratory tests. When additional tests are required, the Contractor shall furnish, cut and machine additional test specimens in accordance with I.S. requirements. The additional costs of furnishing, cutting and machining additional test specimens shall be borne by the Contractor.

Fabrication Workmanship

Workmanship shall be of the high quality for all phases of the work. Supervising engineers, welding supervisors and welders shall be qualified in accordance with the Standards and Codes designated. The Contractor shall not adopt any practice, which will damage materials.

The whole of the structural steel fabrications may be done in the Contractors workshop. Specific prior approval shall be obtained from the Engineer for the sub-contracting of any part of the work.

All steel shall be new and each member shall be free from any butt-welded or other form of splice for the full length between joints shown in or indicated by the drawings unless such splice shall have been shown in the approved shop drawings and/or approved in writing.

Steel sizes shall be as indicated on the drawings. Under no circumstances can any other member size or type be made without the written approval of the Consultant who will consider only written application showing specified size and dimensions and required substitute size and dimensions.

Clamps, magnets, holding devices or other setting up fixtures shall be used in assembling structural members in order to avoid tack welding whenever practicable.

Finished members shall be free from kinks or bends. Shearing shall be accurately done, and all portions of the work neatly finished. Corners shall be square and true, unless otherwise shown on the drawings. Where shearing cannot make re-entrant cuts, a rectangular punch may be used. Re-entrant cuts shall be filleted, unless otherwise approved by the Consultant. Approved ties shall make bends, except for minor details, or bending rolls. Where heating is required, precautions shall be taken to avoid overheating the metal and it shall be allowed to cool in such a manner as not to destroy the original properties of the metal. Hammer marks shall not be evident. Steel with welds will not be accepted, except where welding is definitely specified, called for on the Drawings, or otherwise approved. All bolts, nuts, and screws shall be tight. The ends of pipes, except for hand railing, shall be reamed.

Fabrication in general shall conform to the requirements of IS 800-1984, Code of practice for use of structural steel in general building construction.

5. **TESTS:**

All work under this specification shall, unless otherwise specified in the contract, conform to the requirements of the latest revision and/or replacements of the following or any other relevant Indian Standard specifications and codes of practice. In case any particular aspect of the work is not specifically covered by any Indian Standard specification, any other standard practice, as may be specified by the Engineer shall be followed:

IS : 800 - Code of Practice for general construction in steel.
IS : 806 - Code of practice for use of steel tubes in general building construction.
IS : 808 - Rolled steel beams, channels, and angle sections.
IS : 813 - Scheme of symbols for welding.
IS : 814 - Covered electrodes for metal arc welding of structural steel.
IS : 815 - Classification and coding of covered electrodes for metal arc welding of structural steels.
IS : 816 - Code of practice for use of metal arc welding for general construction in mild steel.
IS : 817 - Code of practice for training and testing metal arc welders .
IS : 818 - Code of practice for safety and health requirements in electric and gas welding and cutting operations.
IS : 822 - Code of practice for inspection of welds IS : 919 - Recommendations for limits and fits for Engineering .
IS : 961 - Structural Steel (High Tensile).
IS : 1161 - Steel Tubes for structural purposes.
IS : 2633 - Method for testing uniformity of coating on Zinc Coated Articles.
IS : 2932 - Enamel, Synthetic, exterior, (a) Under Coating and (b) finishing.
IS : 7215 - Tolerances for fabrication of steel structures.

6. **STEEL /STEEL REINFORCEMENT / WORKS**

General: - All types of Steel/Steel reinforcement /Iron works includes specification of materials, construction practice, Testing, mode of measurements etc all as per Section 7 of Karnataka Building Specification (KBS) 2008 as applicable.

7. CONCRETE WORK

7.1 General : - All types of concrete works includes specification of materials like Size and grading, Testing & stacking of materials (coarse aggregates, fine aggregates, water & Brick aggregates etc), Admixtures required , Specification of concrete including Proportioning of material, mixing, placing of concrete , mode of measurements etc all as per Section 4 of Karnataka Building Specification (KBS) 2008 as applicable.

7.2 Specifications for ready mixed concrete and reinforced ready mixed concrete including Formwork (Centering & Shuttering) - Refer clause No 4.5 & 4.6 of Section 2 of KBS 2008.

8. FLOORING WORK

General : All types of flooring works like Cement floor, Marble Floor, Granite Floor, Terrazzo floor, Glazed tile floor, Pvc sheet floor, Stone slab floor, Wooden floor, Cast iron grid tile floor, In-situ Granolithic concrete flooring topping, Industrial floor finishes, Bitumen mastic flooring, Linoleum floors , Epoxy resin floor toppings, Chequered cement concrete tiles , PVC asbestos floor tiles, interlock pavers etc, includes specification of materials, construction practice, mode of measurements etc all as per Section 14 of Karnataka Building Specification (KBS) 2008 as applicable.

9. FINISHING WORKS

General : - Specifications for all types of painting, namely distempering, oil paint, emulsion paint, cement paint, synthetic gloss paints, bituminous paints, etc, on masonry, concrete and plaster surfaces (calcareous surfaces) includes construction practice for painting , specification of materials etc., all as per Section 15 of Karnataka Building Specification (KBS) 2008 as applicable.

10. DEMOLITION AND DISMANTLING

General - Precautions, protective measures, Sequence, planning and methods of demolition/dismantling work with Indian Standards on the subject of safety of workers all are as per Section 25 of Karnataka Building Specification (KBS) 2008 as applicable.

11. **NON SOR / Non Schedule items:** All materials should be relevant with IS code and as directed by Engineer –in- Charge.

12. SAFETY IN CONSTRUCTION

b) The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

c) The contractor shall take all precautions and measures to ensure safety of works and workman and shall be fully responsible for the same. Safety pertaining to construction works such as, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of

hoisting and construction machinery shall be governed by CPWD safety code, relevant safety codes and the direction of Engineer-in-Charge.

d) All Drawings before being adopted for construction, are to be prepared and submitted by contractor in consultation with BMRCL authorized Engineer and to be got approved by competent authority of BMRCL.

1. GENERAL

1.1 All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008), KRBS (2002) specifications and SOR 2023-24 of PW, P & IWTD SOUTH ZONE, Bangalore including errata and amendments read in conjunction with Technical specification and General Conditions of Contract. Technical specification shall take precedence over the Schedule wherever in variance.

1.2 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3 Technical specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008) , KRBS (2002) specifications which are not repeated here-in-after.

1.4 Specification of materials and workmanship shall be all as described in KBS (2008) &KRBS 2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008), KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

2. SCOPE OF WORK

2.1 The work ’Replacement of damaged/choked rain water drain pipes inside viaduct’ under this contract comprises of entire completion of the work described in schedule ‘A’ and ‘B’ as specified in these Technical specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), line block etc.; and quote their Tenders accordingly. Any claim whatsoever will not be entertained by the Employer at a later date.

2.2. MATERIALS AND THEIR TEST:

The rates quoted are deemed to include for all tests for material supply as specified in IS and other relevant codes. The Tenderer shall not be allowed any claim on this account. All tests are mandatory and shall be carried out as per standard method of testing. The list of testing of materials and their level of test is as prescribed in the relevant IS codes.

3.MATERIALS

3.1 All materials to be supplied by contractor for incorporation in the work shall conform to relevant specifications. In case specification for any materials needed for incorporation in the work is not contained in any of the contract documents the specification of such

materials proposed to be incorporated in work shall be got approved in writing from the Engineer-in-Charge incorporation in the work.

3.2 All manufactured materials/articles other than those manufactured in contractor's workshop at site of works shall bear I.S certification marks. In case any such articles do not bear the IS certification marks but conform to relevant specifications and are proposed to be incorporated in the works, samples to the same shall be got approved in writing from the Engineer-in-Charge before their incorporation in the works. The contractor shall submit sufficient evidence to Engineer-in-Charge to show that such articles conform to the relevant specifications.

3.3 The contractor shall supply samples of materials taking into account delivery period (s) after placing firm order and allowing ample time for their testing and approval in order that if the samples supplied fail to comply with the specified requirements there will be sufficient time for him to submit fresh samples well before the materials are required to be used.

3.4 All manufactured materials/articles shall be brought at site in original sealed containers/packing bearing manufacture's marking unless the quantity required is a fraction of the smallest commercial packing. Sealed container shall be opened in the presence of Engineer-in-Charge as and when required and empty container should be kept in contractor's store till the completion of the project for inspection by Engineer –in-charge or his representatives.

3.5 Materials of proprietary nature such as paints, water proofing compound, materials required for water proofing of the roof, shall be measured and recorded in the measurement books/material register as soon as the same is/are brought to site and approved for use. Such measurements will be signed by the Engineer-in-Charge and the authorized representative of the contractor. The contractor is required to obtain all such materials direct from the manufactures/their authorized dealers (if any) and to submit to Engineer-in-Charge original stamped receipted bills along with relevant invoices in support of having brought the full quantity required for incorporation in the work and these documents duly endorsed by the Engineer-in-Charge to the effect that the same materials and quantity have been used in the works. The contractor shall comply with such instructions as are given to him in writing from time to time by the Engineer-in-Charge.

3.6 All local available building materials like aggregate, brick, solid bricks, sand etc shall merely conforming to the samples kept in DGM/CSW office in addition to their conforming with their relevant specifications given in the tender documents. The samples of all such materials shall be got approved from the Engineer-in-Charge in writing before these materials are brought to site in bulk. In case of any difference between samples kept in DGM/CSW office and as that specified in respective IS; the specification laid down in IS shall take precedence. In case of any difference in opinion between Engineer-in-Charge and contractor in this regard, the decision of DGM/CSW shall be final and binding.

4. EARTH WORK

4.1 General: All type of Excavation (in trenches/excavation over areas etc.) and filling in trenches shall be carried out as described in Clause 2.8 of Section 2 of KBS 2008. Bailing/pumping out of water, if required, shall be done as described in Clause 2.5 of Section 2 of KBS 2008. No extra payment shall be admissible for the above mentioned operations.

5. CONCRETE WORK

5.1 General : - All types of concrete works includes specification of materials like Size and grading, Testing & stacking of materials (coarse aggregates, fine aggregates, water & Brick aggregates etc.,), Admixtures required , Specification of concrete including

Proportioning of material, mixing, placing of concrete , mode of measurements etc., all as per Section 4 of Karnataka Building Specification (KBS) 2008 as applicable.

5.2 Specifications for ready mixed concrete and reinforced ready mixed concrete including Formwork (Centering & Shuttering) - Refer clause No 4.5 & 4.6 of Section 2 of KBS 2008.

STONE MASONRY WORK

6.1 General: All types of Stone Masonry works includes specification of materials, construction practice, mode of measurements etc all as per Clause 5.1 to 5.4.14 of Section 5 of Karnataka Building Specification (KBS) 2008 as applicable.
6.2 Solid Block Work - Refer clause No 1 to 12 of Annexure 5-A.1 of Section 5 of KBS 2008.

BRICK MASONRY /BRICK TILES/BRICK BATS WORK

General: All types of Brick Masonry works includes specification of materials, construction practice, Testing, mode of measurements etc all as per Section 6 of Karnataka Building Specification (KBS) 2008 as applicable.

STEEL /STEEL REINFORCEMENT / IRON / ALUMINIUM / ALUMINIUM COMPOSITE PANEL/ GLAZING & LOUVERS WORKS

General :- All types of Steel/Steel reinforcement / Iron / Aluminum / Aluminum Composite Panel , Glazing & Louvers works includes specification of materials, construction practice, Testing , mode of measurements etc., all as per Section 7 of Karnataka Building Specification (KBS) 2008 as applicable.

ROOFING WORK

9.1 General:All types Roofing work includes Steel corrugated roof sheet, Asbestos cement corrugated roof sheet, Roof treatment with bitumen, mud puska cum brick tiles and Ceiling work includes specification of materials, construction practice, mode of measurements etc., all as per Section 8 of Karnataka Building Specification (KBS) 2008 as applicable.

9.2 For Galvalume roofing sheet, Polycarbonate sheet and Acrylic roofing sheets specification and fixing details all as per relevant IS code.

WOOD WORK

General: All types wood work includes general specifications, classification of timber, information of timber, specification of shuttering work, specification for wooden door & windows, specification of materials, construction practice and mode of measurements etc., all as per Section 9 of Karnataka Building Specification (KBS) 2008 as applicable.

DAMP-PROOFING AND WATER-PROOFING WORK

General:All types Damp proofing and water proofing work includes specifications for general preparatory work, water proofing to all types of roof, specification of materials, construction practice and mode of measurements etc.,all asper Section 10 of Karnataka Building Specification (KBS) 2008 as applicable.

SANITARY WORK

General:Specifications for appliances and all sanitary fittings, specification for installation, specification of materials and construction practice etc.,all asper Section 11 of Karnataka Building Specification (KBS) 2008 as applicable.

DRAINAGE WORKS

General:Specifications for all types of drainage works include manhole, chambers, construction practice for laying and jointing of sewer pipes, specification for septic tank and soak pit, specification of materials etc.,all asper Section 12 of Karnataka Building Specification (KBS) 2008 as applicable.

WATER SUPPLY

General: Specifications for all types of water supply fittings/works, specification for laying and jointing of all types of pipes & specification of materials etc.,all asper Section 13 of Karnataka Building Specification (KBS) 2008 as applicable.

FLOORING WORK

General: All types of flooring works like Cement floor, Marble Floor, Granite Floor, Terrazzo floor, Glazed tile floor, PVC sheet floor, Stone slab floor, Wooden floor, Cast iron grid tile floor, In-situ Granolithic concrete flooring topping, Industrial floor finishes, Bitumen mastic flooring, Linoleum floors, Epoxy resin floor toppings, Chequered cement concrete tiles , PVC asbestos floor tiles etc., includes specification of materials, construction practice, mode of measurements etc., all as per Section 14 of Karnataka Building Specification (KBS) 2008 as applicable.

FINISHING WORKS

General: Specifications for all types of painting, namely distempering, oil paint, emulsion paint, cement paint, synthetic gloss paints, bituminous paints, etc., on masonry, concrete and plaster surfaces (calcareous surfaces) includes construction practice for painting, specification of materials etc., all as per Section 15 of Karnataka Building Specification (KBS) 2008 as applicable.

REPAIRS TO BUILDINGS WORKS
General: Specifications for all types of Cracks in buildings – Causes, Prevention and rectification measures includes construction practice for all types of repairs, specification of materials etc.,all as per Section24 of Karnataka Building Specification (KBS) 2008 as applicable.

DEMOLITION AND DISMANTLING
General: Precautions, protective measures, Sequence, planning and methods of demolition/dismantling work with Indian Standards on the subject of safety of workers all are as per Section25 of Karnataka Building Specification (KBS) 2008 as applicable.
BUILDERS HARDWARE

Any type of Iron mongery (Steel/Aluminum/Brass) shall be of comply with IS specification and having ISI mark. Preference will be given to ISI marked articles, where it is not possible to produces the ISI marked Iron mongery the contractor may provide equivalent in ISI quality with aluminum anodized extruded quality or mild steel except butt hinges which shall be of cold rolled mild steel and spring hinges which shall be of mild steel stove enameled.
All articles of iron mongery shall be new, well finished and shall conform to provisions of relevant IS. Iron mongery having ISI certificate mark will be given preference over the non ISI marked one. Where it is not possible to produces the ISI marked iron mongery the contractor may provide equivalent in quality with approval of Engineer In Charge.

The type of screws for fixing hardware shall be as under:-
(a) Mild steel fittings - Mild steel wood screws (nettle fold)
(b) Aluminum fittings - Cadmium plated screw as of approved quality.
Aluminum Barrel Tower Bolts/door handles/Sliding door bolts all are shall comply with IS-204 (Part-II) 1978.
M.S Hold Fast: - The holdfast shall be of size as approved by Engineer In Charge. This shall be treated with two cots tar and sanded before fixing in position and shall be embedded in PCC block.
The type of builders' hardware shall be as specified as in Karnataka Building Specification (KBS) 2008 as applicable.
ROAD WORK:

For all types of road works, materials specification, execution etc., shall be conforming to KRBS specifications of 2002.
NON SOR / Non Schedule items: All as directed by Engineer –in- Charge.

SAFETY IN CONSTRUCTION :

22.1 The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

22.2 The contractor shall take all precautions and measures to ensure safety of works and workman and shall be fully responsible for the same. Safety pertaining to construction works such as, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by CPWD safety code, relevant safety codes and the direction of Engineer-in-Charge.

Rate - The rate shall include the cost of all labour and materials involved in all the operations described above include Lift and Scaffolding charges for all heights. Height of building may vary upto to 22.00 M at various places.

This work has to be carried out in night shift after the revenue hours say (00:00hrs to 04:00hrs)
Skilled plumber and helper has to be provided with headlight's and torches.
During shifting of 6M length pipes it has to be cut into 2 pieces as required (or) as per the site condition for shifting the pipes inside viaduct.
Work has to be carried out inside the viaducts by entering through manhole openings provided at deck slab and after completion of work exit also from same location and the manhole cover slab to be closed with bolt and nuts.
Pipes to be connected properly with all fittings and adhesives without any leakages or cracks in pipes and joints.
Threaded bars with GI clamps has to be drilled to the deck for holding of Horizontal 150mm diameter pipes
Proper connections B/W drainage spout and vertical pipe joint to be ensured without any gaps
Drainage spouts provided at every 3M interval has to be completely free from blockages like silt, dust, dry leaves etc.,
The manhole cover which will be in use for entering the inside viaducthas to be closed after the completion of work.

Replaced pipes silts, dry leaves, debris has to be completely cleared frominside viaduct and to be disposed away from metro alignment.

All workers have to enter the work spot daily holding the company IDcard provided by the agency.

In case the contractor is willing to work in day then the contractor has toarrange TMHP/man lifter for entering the inside viaduct

Power supply is in contractor scope (portable generator may bearranged and kept inside viaduct for carrying out the said work)

Pipes and fittings has to be manufactured by approved brands likesupreme, ashirvad astral, finolex etc. With IS marks and 6kg/cm square printed on pipes & fitting's

Transportation of pipes from godown/staking area to work spot and from work spot to staking area is under contactor's scope

No additional payments will be made apart from BOQ quantity

Entry & exit recoding's in register is compulsory before and after completion of that particular day (inclusive men & materials)

Safety helmets, reflective jackets, shoes are compulsory for the workers entering the site.

Day to day measurement sheet has to be submitted jointly with contractors and BMRCL staff signatures

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SECTION 7 – TECHNICAL SPECIFICATIONS

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. GENERAL

1.1 All1.1 All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008) ,), KRBS (2002) specifications and SOR 2018 – 2019 of PW, P & IWTD SOUTH ZONE, Bangalore including errata and amendments read in conjunction with Technical specification and General Conditions of Contract. Technical specification shall take precedence over the Schedule wherever in variance.

1.2 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3 Technical specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008) , KRBS (2002) specifications which are not repeated here-in-after.

1.4 Specification of materials and workmanship shall be all as described in KBS (2008) & KRBS 2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008), KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

2. SCOPE OF WORK

2.1 The work under this contract comprises of entire completion of the work described in schedule ‘A’ and as specified in these Technical specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), etc.; and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the Employer at a later date.

2.2. MATERIALS AND THEIR TEST:

The rates quoted are deemed to include for all tests as specified and as required in IS. The Tenderer shall not be allowed any claim on this account. All test are mandatory and shall be carried out as per standard method of testing. The list of testing of materials and their level of test is as prescribed in the relevant IS codes.

3.MATERIALS

3.1 All materials to be supplied by contractor for incorporation in the work shall conform to relevant specifications. In case specification for any materials needed for incorporation in the work is not contained in any of the contract documents the specification of such materials proposed to be incorporated in work shall be got approved in writing from the Engr-in-Charge incorporation in the work.

3.2 All manufactured materials/articles other than those manufactured in contractor’s workshop at site of works shall bear I.S certification marks. In case any such articles do not bear the IS certification marks but conform to relevant specifications and are proposed to be incorporated in the works, samples to the same shall be got approved in writing from the Engr –in- Charge before their incorporation in the works. The contractor shall submit sufficient evidence to Engineer-in-Charge to show that such articles conform to the relevant specifications.

3.3 The contractor shall supply samples of materials taking into account delivery period (s) after placing firm order and allowing ample time for their testing and approval in order that if the samples supplied fail to comply with the specified requirements there will be sufficient time for him to submit fresh samples well before the materials are required to be

used.

3.4 All manufactured materials/articles shall be brought at site in original sealed containers/packing bearing manufacture's marking unless the quantity required is a fraction of the smallest commercial packing. Sealed container shall be opened in the presence of Engineer-in-Charge as and when required and empty container should be kept in contractor's store till the completion of the project for inspection by Engineer –in-charge or his representatives.

3.5 Materials of proprietary nature such as paints, water proofing compound, materials required for water proofing of the roof, shall be measured and recorded in the measurement books/material register as soon as the same is/are brought to site and approved for use. Such measurements will be signed by the Engineer-in-Charge and the authorized representative of the contractor. The contractor is required to obtain all such materials direct from the manufactures/their authorized dealers (if any) and to submit to Engineer-in-Charge original stamped receipted bills along with relevant invoices in support of having brought the full quantity required for incorporation in the work and these documents duly endorsed by the Engineer-in-Charge to the effect that the same materials and quantity have been used in the works. The contractor shall comply with such instructions as are given to him in writing from time to time by the Engineerthe Engineer-in-Charge.

3.6 All local available building materials like aggregate, brick, solid bricks, sand etc., shall merely conforming to the samples kept in DGM/CSW office in addition to their conforming with their relevant specifications given in the tender documents. The samples of all such materials shall be got approved from the Engr-in-Charge in writing before these materials are brought to site in bulk. In case of any difference between samples kept in DGM/CSW office and as that specified in respective IS; the specification laid down in IS shall take precedence. In case of any difference in opinion between Engr –in-Charge and contractor in this regard, the decision of DGM/CSW shall be final and binding.

4. EARTH WORK

4.1 General: All type of Excavation (in trenches/excavation over areas etc.) and filling in trenches shall be carried out as described in Clause 2.8 of Section 2 of KBS 2008. Bailing/pumping out of water, if required, shall be done as described in Clause 2.5 of Section 2 of KBS 2008. No extra payment shall be admissible for the above mentioned operations.

5. CONCRETE WORK

5.1 General: - All types of concrete works includes specification of materials like Size and grading, Testing & stacking of materials (coarse aggregates, fine aggregates, water & Brick aggregates etc), Admixtures required, Specification of concrete including Proportioning of material, mixing, placing of concrete, mode of measurements etc all as per Section 4 of Karnataka Building Specification (KBS) 2008 as applicable.

5.2 Specifications for ready mixed concrete and reinforced ready mixed concrete including Formwork (Centering & Shuttering) - Refer clause No 4.5 & 4.6 of Section 2 of KBS 2008.

STONE MASONRY WORK

6.1 General: -All types of Stone Masonry works includes specification of materials, construction practice, mode of measurements etc all as per Clause 5.1 to 5.4.14 of Section 5 of Karnataka Building Specification (KBS) 2008 as applicable.

6.2 Solid Block Work - Refer clause No 1 to 12 of Annexure 5-A.1 of Section 5 of KBS 2008.

BRICK MASONRY/BRICK TILES/BRICK BATS WORK

General: - All types of Brick Masonry works includes specification of materials, construction practice, Testing, mode of measurements etc all as per Section 6 of Karnataka Building Specification (KBS) 2008 as applicable.

STEEL /STEEL REINFORCEMENT /IRON /ALUMINIUM /ALUMINIUM COMPOSITE PANEL/ GLAZING & LOUVERS WORKS

General:- All types of Steel/Steel reinforcement / Iron / Aluminum / Aluminum Composite Panel, Glazing & Louvers works includes specification of materials, construction practice, Testing, mode of measurements etc all as per Section 7 of Karnataka Building Specification (KBS) 2008 as applicable.

ROOFING WORK

9.1 General:-All types Roofing work includes Steel corrugated roof sheet, Asbestos cement corrugated roof sheet, Roof treatment with bitumen, mud puska cum brick tiles and Ceiling work includes specification of materials, construction practice, mode of measurements etc all as per Section 8 of Karnataka Building Specification (KBS) 2008 as applicable.

9.2 For Galvalume roofing sheet, Polycarbonate sheet and Acrylic roofing sheets specification and fixing details all as per relevant IS code.

WOOD WORK

General:- All types wood work includes general specifications, classification of timber, information of timber, specification of shuttering work, specification for wooden door & windows, specification of materials, construction practice and mode of measurements etc all as per Section 9 of Karnataka Building Specification (KBS) 2008 as applicable.

DAMP-PROOFING AND WATER-PROOFING WORK

General:-All types Damp proofing and water proofing work includes specifications for general preparatory work, water proofing to all types of roof, specification of materials, construction practice and mode of measurements etc all as per Section 10 of Karnataka Building Specification (KBS) 2008 as applicable.

SANITARY WORK

General:-Specifications for appliances and all sanitary fittings, specification for installation, specification of materials and constructionand construction practice etcall asall asper Sectionper Section 11 of Karnataka Building Specification (KBS) 2008 as applicable.

DRAINAGE WORKS

General:-Specifications for all types of drainage works include manhole, chambers, construction practice for laying and jointing of sewer pipes, specification for septic tank and soak pit, specification of materials etc all as per Section 12 of Karnataka Building Specification (KBS) 2008 as applicable.

WATER SUPPLY

General: -Specifications for all types of water supply fittings/works, specification for laying and jointing of all types of pipes & specification of materials etc all as per Section 13 of Karnataka Building Specification (KBS) 2008 as applicable.

FLOORING WORK

General: - All types of flooring works like Cement floor, Marble Floor, Granite Floor, Terrazzo floor, Glazed tile floor, PVCvc sheet floor, Stone slab floor, Wooden floor, Cast iron grid tile floor, In-situ Granolithic concrete flooring topping, Industrial floor finishes, Bitumen mastic flooring, Linoleum floors, Epoxy resin floor toppings, Chequered cement concrete tiles, PVC asbestos floor tiles etc, includes specification of materials, construction practice, mode of measurements etc all as per Section 14 of Karnataka Building Specification (KBS) 2008 as applicable.

FINISHING WORKS

General: - Specifications for all types of painting, namely distempering, oil paint, emulsion paint, cement paint, synthetic gloss paints, bituminous paints, etc, on masonry, concrete and plaster surfaces (calcareous surfaces) includes construction practice for painting, specification of materials etc all as per Section 15 of Karnataka Building Specification (KBS) 2008 as applicable.

REPAIRS TO BUILDINGS WORKS

General: -Specifications for all types of Cracks in buildings – Causes, Prevention and rectification measures includes construction practice for all types of repairs , specification of materials etc all as per Section 24 of Karnataka Building Specification (KBS) 2008 as applicable.

DEMOLITION AND DISMANTLING

General: - Precautions, protective measures, Sequence, planning and methods of demolitionof demolition/dismantling work with Indianwith Indian Standards on the subject of safety of workers all are as per Sectionper Section25 of25 of Karnataka Building Specification (KBS) 2008 as applicable.

BUILDERS HARDWARE

Any type of Iron mongery (Steel/Aluminum/Brass) shall be of comply with IS specification and havingand having ISI mark.Preference will be given to ISI marked articles, where it is not possible to producesto produces the ISI marked Iron mongery the contractor may provide equivalent in ISI quality with aluminum anodized extruded quality or mild steel except butt hinges which shall be of cold rolled mild steel and spring hinges which shall be of mild steel stove enamelledenameled.

All articles of iron mongery shall be new, well finished and shall conform to provisions of relevant IS. Iron mongery having ISI certificate mark will be given preference over the non ISI marked one. Where it is not possible to produces the ISI marked iron mongery the contractor may provide equivalent in quality with approval of Engr-in-Charge.

The type of screws for fixing hardware shall be as under:-

(a) Mild steel fittings - Mild steel wood screws (nettle fold)

(b) Aluminum fittings - Cadmium plated screw as of approved quality.

Aluminum Barrel Tower Bolts/door handles/Sliding door bolt all arebolts all are shall comply with IS-204 (Part-II) 1978.

M.S Hold Fast: - The holdfast shall be of size as approved by Engr-in-Charge. This shall be treated with two cots tar and sanded before fixing in position and shall be embedded in PCC block.

The type of builders' hardware shall be as specified as in Karnataka Building Specification (KBS) 2008 as applicable.

ROAD WORK:

For all types of road works, materials specification, execution etc., shall be conforming to KRBS specifications of 2002.

NON SOR / Non Schedule items: All as directed by Engineer –in- Charge.

SAFETY IN CONSTRUCTION :

22.1 The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workman and shall be fully responsible for the same. Safety pertaining to construction works such as, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by CPWD safety code, relevant safety codes and the direction of Engineer-in-Charge.

Rate - The rate shall include the cost of all labour and materials involved in all the operations described above include Lift and Scaffolding charges for all heights. Height of building may vary upto to 18.70 M at various places.

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Hardware'shardware'sHardware'sHardware'sfully(Make:Polyester(Make(Make:equivalent)**SECTION 7 – TECHNICAL SPECIFICATIONS**

1. GENERAL

1.1. All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008), KRBS (2002) specifications and SOR 2015 – 2016 of PW, P &IWTD Bangalorecircle including errata and amendments read in conjunction with particular specification and General Conditions of Contract.Particular specification shall take precedence over the Schedule wherever in variance.

1.2. Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the particular specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3. Particular specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008) , KRBS (2002) specifications which are not repeated here-in-after.

1.4. Specification of materials and workmanship shall be all as described in KBS (2008) & KRBS (2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008)and KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

2. SCOPE OF WORK

2.1 The work under this contract comprises of entire completion of the work described in Schedule 'A' & 'B' and as specified in these particular specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), etc. ;and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the Employer at a later date.

3. PAINTING GENERAL

3.1 General : Specification of Material, Scaffolding, Application process, Protective measures and measurement are all as per specified in Clause **15.25 to 15.55 and Annexure 15-A.1 of KBS2008.**

3.1.2 Specification of Painting and Measurements all as Specified in **Clause 15.33.1 To 15.33.8**

3.1.3The contractor shall make his own arrangements for the supply of paints of approved manufacturer in sealed containers. The shades shall be as directed by the Engineer-in-Charge/ Accepting officer. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work and shall be under the joint custody of the contractor and the engineer Charge and issued to the contractor as per

the requirement. However, the department is not held responsible for the extra quantity purchased by the contractor. The empties shall not be removed from the site of work, till the relevant item of work has been completed and permission obtained from the engineer.

3.1.4 All painting as far as possible shall be carried out in dry weather and neatly cut in all edges. The surfaces shall be protected and cleaned off as necessary.

3.2 Mateiral

3.2.1 Paint shall be of first quality conforming to IS specifications and shall be the make of **'ASIAN' , "NEROLAC", "SHALIMAR" and "BERGER".**

4. SPECIFICATION FOR PAINTING ON OLD SURFACE (As per clause 15.35.2)

The surface which has been painted earlier shall be considered.

4.1 . **Preparation of Surface as per clause 15.35.2.1**

a) **Wood work -** If the old paint is sound and firm and its removal is considered unnecessary, the surface shall be rubbed down with pumice stone after it has been cleaned of all smoke and grease by washing with lime and rinsing with water and drying. All dust and loose paint shall be completely removed. The surface shall then be washed with soap and water.

If the old painted surface is blistered or flaked badly old paint shall be completely removed as described and such removal shall be paid for separately. Holes and cracks if any shall be stopped with glazier's putty or wood putty conforming to IS: 419-1967. Further the painting itself shall be treated as on new surface and paid for, accordingly.

b) **Iron and steel work -** If the old paint is sound and firm and its removal is considered unnecessary, it shall be rubbed with wire brushes and any loosened paint taken off. All dust shall then be thoroughly wiped away. The surface shall then be wiped finally with mineral turpentine to remove grease and perspiration of hand marks etc. and then allowed to dry.

If the old painted surface is in bad condition and blistered and flaked, the old paint shall be completely removed and the surface prepared, as described. Such removal shall be paid for separately. The painting including the priming coat shall be treated as on nee work and paid for accordingly.

c) **Plastered surface -** It shall be as specified for wood work. If before painting any portion of the wall shows signs of dampness, the causes shall be investigated and the damp surface shall be properly treated. Such treatment shall be paid for separately. A thin coat of white lead if so required shall be applied on the wet or patchy portion of the surface before painting is undertaken and this shall be paid extra.

4.2. **Application as per clause 15.35.2.2-** The specifications as described shall hold good as far as possible. The number of coats to be given shall be as stipulated in the description of the item.

4.3 The specifications described 15.3.3 shall hold good in so far as they are applicable.

5. SPECIFICATIONS FOR PAINTING WITH SYNTHETIC ENAMEL PAINT as per clause 15.44.

5.1 Synthetic enamel paint (conforming to IS: 2932) of approved brand and manufacture and of the required colour shall be used for the top coat and an undercoat of ordinary paint of shade to match the top coat as recommended by the same manufacturer shall be used.

5.2 **Painting on new surface as per clause 15.44.2**

Preparation of surface shall be as specified in 15.35.1.1(a) and (b) as the case may be.

5.3 **Application as per clause 15.44.2.2**

The number of coats including the undercoat shall be as stipulated in the item.

a) **Under coat:** One coat of the specified ordinary paint of shade suited to the shade of the top coat, shall be applied and allowed to dry overnight. It shall be rubbed next day with the finest grade of wet abrasive paper to ensure a smooth and even surface, free from brush marks and all loose particles dusted off.

b) **Top coat**: Top coats of synthetic enamel paint of desired shade shall be applied after the undercoat is thoroughly dry. Additional finishing coats shall be applied if found necessary to ensure properly uniform glossy surface.

5.4. Other details shall be as specified in 15.33 as far as they are applicable.

5.5 **Painting on old surface as per clause 15.44.3**

5.5.1 **Preparation of surface as per clause 15.44.3.1.** Where the existing paint is firm and sound it shall be cleaned of grease, smoke etc. and rubbed with sand paper to remove all loose particles dusted off. All patches

and cracks shall then be treated with stopping and filler prepared with the specified paint. The surface shall again be rubbed and made smooth and uniform.

If the old paint is blistered and flaked it will be necessary to completely remove the same as described in 15.54. Such removal shall be paid for separately and the painting shall be treated as on new surface.

5.5.2 **Painting as per clause 15.44.3.2** The number of coats as stipulated in the item shall be applied with synthetic enamel paint. Each coat shall be allowed to dry and rubbed down smooth with very fine wet abrasive paper, to get an even glossy surface. If however, the surface is not satisfactory additional coats as required shall be applied to get correct finish.

5.6 Other details shall be specified in 15.33 as far as they are applicable.

6. SPECIFICATIONS FOR OIL EMULSION (OIL BOUND) WASHABLE DISTEMPERING (as specified in Clause 15.30)

6.1 Materials - Oil emulsion (Oil Bound) washable distemper (IS-428) of approved brand and manufacture shall be used. The primer where used as on new work shall be cements primer or distemper primer as described in the item. These shall be of the same manufacture as distemper. The distemper shall be diluted with water or any other prescribed thinner in a manner recommended by the manufacturer. Only sufficient quantity of distemper required for day's work shall be prepared.

The distemper and primer shall be brought by the contractor in sealed tins in sufficient quantities at a time to suffice for a fortnight's work, and the same shall be kept in the joint custody of the contractor and the Engineer. The empty tins shall not be removed from the site of work, till this item of work has been completed and passed by the Engineer.

6.2 **Preparation of the Surface as per clause 15.30.2**

6.2.1 For new work the surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of plaster of pairs mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.

6.2.2 In the case of old work, all loose pieces and scales shall be removed by sand papering. The surface shall be cleaned of all grease dirt etc.

Pitting in plaster shall be made good with plaster of paris mixed with the colour to be used. The surface shall then be rubbed down again with a fine grade sand paper and made smooth. A coat of the distemper shall be applied over the patches. The patched surface shall be allowed to dry thoroughly before the regular coat of distemper is applied.

6.3 Application as per clause 15.30.3

6.3.1 Priming Coat as per clause 15.30.3.1- The priming coat shall be with distemper primer or cement primer, as required in the description of the item. The application of the distemper primer shall be as described.

Note: If the wall surface plaster has not dried completely, cement primer shall be applied before distempering the walls. But if distempering is done after the wall surface is dried completely, distemper primer shall be applied.

Oil bound distemper is not recommended to be applied, within six months of the completion of wall plaster. However, newly plastered surfaces if required to be distempered before a period of six months shall be given a coat of alkali resistant priming coat conforming to IS - 109 and allowed to dry for at least 48 hours before distempering is commenced.

For old work no primer coat is necessary.

6.4 Distemper Coat as per clause 15.30.3.2 : For new work, after the primer coat has dried for at least 48 hours, the surface shall be lightly sand papered to make it smooth for receiving the distemper, taking care not to rub out the priming coat. All loose particles shall be dusted off after rubbing. One coat of distemper properly diluted with thinner (water or other liquid as stipulated by the manufacturer) shall be applied with brushes in horizontal strokes followed immediately by vertical ones which together constitute one coat.

The subsequent coats shall be applied in the same way. Two or more coats of distemper as are found necessary shall be applied over the primer coat to obtain an even shade.

A time interval of at least 24 hours shall be allowed between successive coats to permit proper drying of the preceding coat.

For old work the distemper shall be applied over the prepared surface in the same manner as in new work. One or more coats of distemper as are found necessary shall be applied to obtain an even and uniform shade. 15 cm double bristled distemper brushes shall be used. After each days work, brushes shall be thoroughly washed in hot water with soap solution and caked with distemper shall not be used on the work.

6.5 The specifications in respect of scaffolding, protective measures and measurements shall be as described.

6.6 The rate shall include the cost of all labour and materials involved in all the above operations (including priming coat) described above.

7. SPECIFICATIONS FOR CEMENT PRIMER COAT as per clause 15.31

7.1 Cement primer coat is used as a base coat on wall finish of cement, lime or lime cement plaster or on asbestos cement surfaces before oil emulsion distemper paints are applied on them. The cement primers is composed of a medium and pigment which are resistant to the alkalis present in the cement, lime or lime

cement in wall finish and provides a barrier for the protection of subsequent coats of oil emulsion distemper paints.

Primer coat shall be preferably applied by brushing and not by spraying. Hurried priming shall be avoided particularly on absorbent surfaces. New plaster patches in old work should also be treated with cement primer before applying oil emulsion paints etc.

7.2 **Preparation of the surface as per clause 15.31.1**: The surface shall be thoroughly cleaned of dust, old white or colour wash by washing and scrubbing. The surface shall then be allowed to dry for at least 48 hours. It shall then be sand papered to give a smooth and even surface. Any unevenness shall be made good by applying putty, made of Plaster of Paris mixed with water on the entire surface including filling up the undulations and then sand papering the same after it is dry.

7.3 **Application as per clause 15.31.2**: The cement primer shall be applied with a brush on the clean dry and smooth surface. Horizontal strokes shall be applied immediately afterwards. This entire operation will constitute one coat. The surface shall be finished as uniformly as possible leaving no brush marks. It shall be allowed to dry for at least 48 hours, before oil emulsion paint is applied.

The specifications in respect of scaffolding, protective measures, measurements and rate shall be as described under 15.25

8. SPECIFICATIONS FOR CEMENT PAINT as per clause 15.32.

8.1 *Material*

The cement paint shall be (conforming to IS: 5410) of approved brand and manufacture.

The cement paint shall be brought to the site of work by the contractor in its original containers is sealed condition. The material shall be brought in at a time in adequate quantities to suffice for the whole work or at least a fortnight's work. The materials shall be kept in the joint custody of the contractor and the engineer. The empties shall not be removed from the site of work till the relevant item of work has been completed and permission obtained from the engineer.

8.2 **Preparation of surfaceas per clause15.32.2 -** For new work, the surface shall be thoroughly cleaned of all mortar dropping, dirt dust, algae grease and other foreign matter by brushing and washing. Pitting in plaster shall be made good and a coat of water proof cement paint shall be applied over patches after wetting them thoroughly.

8.3 **Preparation of mix as per clause 15.32.3 -** Cement paint shall be mixed in such quantities as can be used up within an hour of its mixing as otherwise the mixture will set and thicken, affecting flow and finish. Cement paint shall be mixed with water in two stages. The first stage shall comprise of 2 parts of cement paint of one part of water stirred thoroughly and allowed to stand for 5 minutes. Care shall be taken to add the cement paint gradually to the water and not vice versa. The second stage shall comprise of adding further one part of water to the mix and stirring thoroughly to obtain a liquid of workable and uniform consistency. In all cases the manufacturer's instructions shall be followed meticulously.

The lids of cement paint drums shall be kept tightly closed when not in use, as by exposure to atmosphere the cement paint rapidly becomes air set due to its hygroscopic qualities.

In case of cement paint brought in gunny bags, once the bag is opened, the contents should be consumed in full on the day of its opening. If the same is not likely to be consumed in full, the balance quantity should be transferred and preserved in an airtight container to avoid its exposure to atmosphere.

8.4 **Application as per clause 15.32.4.**

8.4.1 The solution shall be applied on the clean and wetted surface with brushes or spraying machine. The solution shall be kept well stirred during the period of application. It shall be applied on the surface which is on the shady side of the building so that the direct heat of the sun on the surface is avoided. The method of application of cement paint shall be as per manufacturer's specification. The completed surface shall be watered after the day's work.

8.4.2 The second coat shall be applied after the first coat has been set for at least 24 hours. Before application of the second or subsequent coats, the surface of the previous coat shall not be wetted.

8.4.3 For new work, the surface shall be treated with three or more coats of water proof cement paint as found necessary to get a uniform shade.

8.4.4 For old work, the treatment shall be with one or more coats as found necessary to get a uniform shade.

8.5 **Precaution as per clause 15.32.5:-** Water proof cement paint shall not be applied on surfaces already treated with white wash, colour wash, distemper dry or oil bound, varnishes, paints etc. It shall not be applied on gypsums, would and metal surfaces.

8.5.1 The specifications in respect of scaffolding, protective measures, measurements and rate shall be as described in 15.25. The coefficient for cement paint on RCC jalli shall be the same as provided in Sl. No. 7 of Table 1 under para 15.33.6.4 for painting trellis work.

9. SPECIFICATIONS FOR WALL PAINTING WITH PLASTIC EMULSION PAINT as per clause 15.42

9.1 The plastic emulsion paint is not suitable for application on external, wood and iron surface and surfaces which are liable to heavy condensation. These paints are to be used on internal surfaces except wooden and steel.

9.2 Plastic emulsion paint as per IS: 5411 of approved brand and manufacture and of the required shade shall be used.

9.3 **Painting on new surface as per clause 15.42.2**

9.3.1 The wall surface shall be prepared as specified in 15.33.3.

9.4 **Application as per clause 15.42.2.2-** The number of coats shall be as stipulated in the item. The paint will be applied in the usual manner with brush, spray or roller. The paint dries by evaporation of the water content and as soon as the water has evaporated the film gets hard and the next coat can be applied. The time of drying varies from one hour on absorbent surfaces to 2 to 3 hours on non-absorbent surfaces.

The thinning of emulsion is to be done with water and not with turpentine. Thinning with water will be particularly required for the under coat which is applied on the absorbent surface. The quantity of water to be added shall be as per manufacturer's instructions.

The surface on finishing shall present a flat velvety smooth finish. If necessary more coats will be applied till the surfaces presents a uniform appearance.

9.5 **Precautions as per clause 15.42.2.3**

a) Old brushes if they are to be used with emulsion paints should be completely dried of turpentine or oil paints by washing in warm soap water. Brushes should be quickly washed in water immediately after use and kept immersed in water during break periods to prevent the paint from hardening on the brush.

b) In the preparation of wall for plastic emulsion painting, no oil base putties shall be used in filling cracks, holes etc.

c) Splashes on floors etc. shall be cleaned out without delay as they will be difficult to remove after hardening.

d) Washing of surfaces treated with emulsion paints shall not be done within 3 or 4 weeks of application.

Other details shall be as specified as far as they are applicable.

9.6 Painting on old surface as per clause 15.42.3

9.6.1 **Preparation of surface**

This shall be done, generally as specified except that the surface before application of paint shall be flattened well to get the proper flat velvety finish after painting.

9.6.2 Application as per clause 15.42.3.2: The number of coats to be applied shall be as indescription of item.

The application shall be as specified in 15.42.2.2 except that thinning with water shall not normally be required.

9.6.3 Other details shall be as specified in 15.33 as far as applicable.

10. SPECIFICATIONS FOR WALL PAINTING WITH WEATHER PROOF EMULSION PAINT as per clause 15.42.

10.1 Weather proof paint as per IS relevant code of approved brand and manufacturer and of the required shade shall be used.

10.2 Preparation, application and precautions all as per clause 15.42 of KBS 2008 specifications.

11. SPECIFICATIONS FOR CEMENT PLASTERING as per clause 15.5

11.1 The cement plaster shall be 12 mm, 15 mm or 20 mm thick as specified in the item.

11.2 Scaffolding and preparation of surface shall be as specified in 15.1

11.3 **Mortar -** The mortar of the specified mix using the type of sand described in the item shall be used. It shall be as specified. For external work and under coat work, the fine aggregate shall conform to grading IV. For finishing cost work the fine aggregate conforming to grading zone V shall be used.

11.4 **Application -** The specifications as in 15.1.4 shall apply except in the following respects -

a) Beating with thin bamboo strips shall not be done on the cement plaster, and

b) No lime putty solution shall be applied on the face when finishing. Further the plastering and finishing shall be completed within half an hour of adding water to the dry mortar.

11.5 **Thickness -** Where the thickness required as per description of the item is 20 mm the average thickness of the plaster shall not be less than 20 mm whether the wall treated is of brick or stone. In the case of brick work, the minimum thickness over any portion of the surface shall be not less than 15 mm while in case of stone work the minimum thickness over the bushings shall be not less than 12 mm.

11.6 **Curing -** Curing shall be started as soon as the plaster has hardened sufficiently not to be damaged when watered.

The plaster shall be kept wet for a period of at least 7 days. During this period, it shall be suitably protected from all damages at the contractor's expense by such means as the engineer may approve. The dates on which the plastering is done shall be legibly marked on the various sections plastered so that curing for the specified period thereafter can be watched.

Specifications for Finish, Precautions, Measurements and Rate shall be as described in 15.1

12. SPECIFICATIONS FOR PAINTING WITH ALUMINIUM PAINT (As per Clause 15.45 of KBS specifications)

12.1 Aluminium paint shall be (conforming to IS: 2339-1963) of approved brand and manufacture. The paint comes in compact dual container with the paste and the medium separately. The two shall be mixed together to proper consistency before use.

12.2 Preparation of surface

12.2.1 Steel Work (New surfaces) - All rust and scales shall be removed by scrapping or brushing with steel wire brushes and then smoothened with sand paper. The surface shall be thoroughly cleaned of dust.

12.2.2 C.G.S. Sheets (New surfaces) - The preparation of surface shall be as specified in 15.36.1.1.

12.2.3 Steel work or C. G. S. sheets (Old surfaces) - The specifications shall be as described in 15.36.1.2.

12.2.4 Application - The number of coats to be applied shall be as given in the item. Each coat shall be allowed to dry for 24 hours and lightly rubbed down with fine grade sand paper and dusted off before the next coat is applied. The finished surface shall present an even and uniform appearance.

As aluminium paste is likely to settle in the container, care shall be taken to frequently stir the paint during used. Also the paint shall be applied and laid off quickly, as surface is otherwise not easily finished.

Other details shall be as specified in 15.33 as far as they are applicable.

Rate - The rate shall include the cost of all labour and materials involved in all the operations described above includes Liftand Scaffolding charges for all heights. Height of building may vary from 12M to 15M at various places.

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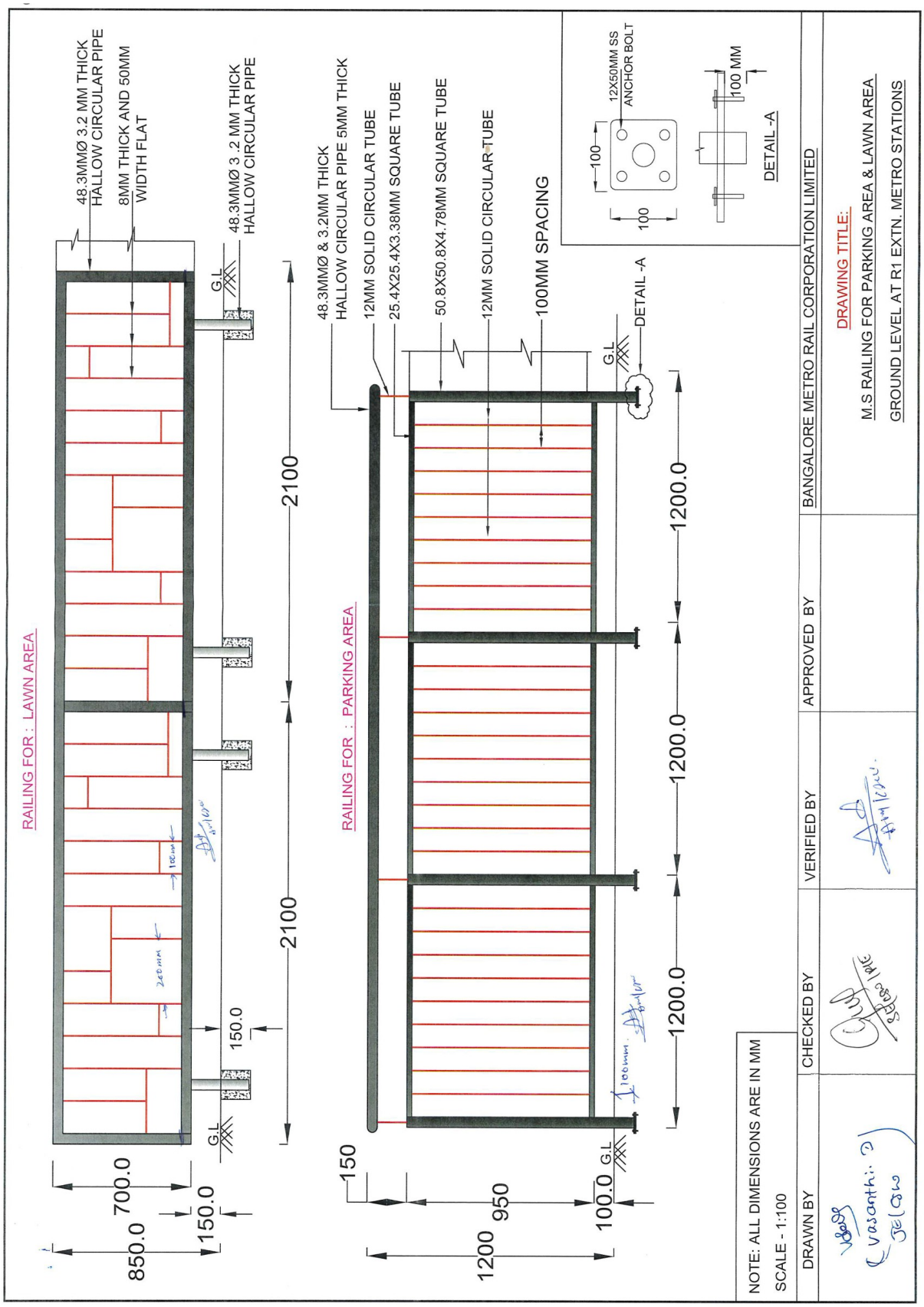
SSECTION 8 – DRAWINGS



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SECTION 9: PROFORMA OF BANK GUARANTEES

PROFORMA – A: Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – B: Form of Bank Guarantee for Performance of Contract

NIL

SECTION 9: PROFORMA OF SECURITIES

PROFORMA – A: Form of Tender Securing Declaration

PROFORMA – B: Form of Bank Guaranteefor Performance of Contract

SECTION 9 : PROFORMA OF BANK GUARANTEES

PROFORMA – A :A: Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – B :B: Form of Bank Guarantee Forfor Performance of Contract

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PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as*

specified in the Tender document]. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with

the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned]*.

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

17. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

18. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

19. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

20. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

21. This Bank Guarantee is encashable at our designated Branch as mentioned below:
Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

22. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

Sl. No.	**Particulars**	**Details**
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

23. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

24. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

25. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

26. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

27. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

28. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

29. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

30. This guarantee shall be valid till _____ *[Date to be mentioned]*.

31. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

32. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of eBG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Note:

5. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
6. *The above format shall be used for e-Bank Guarantee also.*
7. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
8. *Tender No. shall be the reference to be stated in the e-BG.*

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enPROFORMA - A

Form of Tender Securing Declaration

(on the Tenderer's Letter Head)

Tender No: BMRCL/O&M/CSW/L2/03/2021-22BMRCL/O&M/CSW/L2/02/2021-22 Date: .../.../2021

To:
Bangalore Metro Rail Corporation Limited (BMRCL),
III Floor BMTC Complex,
K.H. Road, Shanthinagar,
Bengaluru – 560027,
Karnataka, INDIA

I/We, the undersigned, declare that:
I/We understand that, according to the Tender conditions, Tenders must be submitted with a Tender- -Securing Declaration.

I/We accept that I/we will automatically be suspended/debarred from participating in the tendering process in any Tender of BMRCL for the period of **two (2) yearsstarting from the day of suspension/ debarment**, if I/we am/are in breach of our obligation(s) under the Tender conditions, because I/we:

(a) have withdrawn, modified, amended, impaired or derogated our Tender during the period of Tender validity specified in the Form of Tender or any extension thereto provided by us; or
(b) do not accept the correction of errors in pursuant to ITT clause 24; or
(c) having been notified of the acceptance of our Tender by the Employer during the period of Tender validity,

(i) fail or refuse to furnish the Performance Security, in accordance with the ITT clause 30.
or

(ii) fail or refuse to sign the Contract agreement, if required,

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the Tender for and on behalf of: _____

Dated on _____ *day of* _____, _____

Corporate Seal (where appropriate)

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PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

(Refer GCC clause ……)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security*for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

   Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

   OR

   This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank

Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt_____who is/are authorized by the Bank for issuing the guarantee on its

behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

or

b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

(Refer GCC clause ……)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

17. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

18. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

19. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

20. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

21. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

    Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address: _____

    OR

    This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

22. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000760
vi	IFSC Code:	BKID0008404

23. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

24. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

25. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

26. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

27. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

28. This Deed of guarantee is signed and executed by Shri/Smt _____and Shri/Smt _____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

29. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

30. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

31. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

32. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

6. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
7. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
8. *The above format shall be used for e-Bank Guarantee also.*
9. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
10. *Tender No. shall be the reference to be stated in the e-BG.*

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To

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR, BMTC COMPLEX,
K.H.ROAD, SHANTHINAGAR,
BANGALORE- 560027.
KARNATAKA, INDIA.

1. **WHEREAS** "……*(Name and Address of the Contractor) ……"* (hereinafter called the "Contractor") has undertaken for due performance of Contract, in pursuance of Contract No. …… (*description of the Contract work of Bangalore Metro Rail Project to be specified)* (hereinafter called "the Contract")

2.**AND WHEREAS** it has been stipulated in the concerned Contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the "Employer" which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor that the Contractor shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the Contractor, in accordance with the concerned Contract.

3. **AND WHEREAS** we *…… (the name and full address of the Bank including Email address)* having registered office at …… (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bangalore …… through our Bangalore …… Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the Contractor upto a total sum of INR…… (*amount of Guarantee to be specified in figure and words*), in the respective currency i.e., INR or/and Foreign currency (indicate currency amount in figures and words) such sum being payable in the respective currencies in which the Contract Price is payable. Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:
Name of the Bank, Branch and contact details
Address
Telephone no: & Fax No:
E-mail Address
Branch Manager Name & Mobile No:
Bank Zonal Office Address, Telephone No:, Fax Number,
E-mail Address

6. “This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date”.

7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee period and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Contractor and without referring the matter to the Contractor.

8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount upto and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the Contractor may have incurred, to EMPLOYER(BMRCL) and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Contractor or change in the constitution of the issuing bank.

11. This Deed of guarantee is signed and executed by Shri …… who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being ……..

12. The Bank’s liability under this Guarantee shall not exceed the amount of INR. …… *(to be specified in words and figures* ……)

13. This guarantee shall be valid for ……. till ……..

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL

Or

b) Issue of written communication by the Employer / BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee. .

Date SIGNATURE AND SEAL OF THE

GUARANTOR

NAME OF THE BANK .....

ADDRESS .....

Notes:

1. *The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.*
2. *The Bank Guarantee shall be from an Indian Scheduled bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, preferably drawn on and payable / extendable at a designated branch at Bangalore only.*
3. **3.**

SECTION 10: ANNEXURES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

ANNEXURE 4 -UNDERTAKING

ANNEXURE 5 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

ANNEXURE 6 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

ANNEXURE 1 - FORM OF CONTRACT AGREEMENT

ANNEXURE 2 - CHECKLIST

ANNEXURE 3 – DETAILS OF BANK ACCOUNT - NOT USED

ANNEXURE 4 - FORMAT- FORMAT OF DECLARATION TOWARDS DEBARMENT/ BLACKLISTING/ ARBITRATION / DEBARMENT / BLACKLISTING

ANNEXURE 5 - UNDERTAKING- UNDERTAKING

ANNEXURE 6- FORM FOR SEEKING CLARIFICATION ON TENDER DOCUMENT

ANNEXURE 7- CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

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ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT No.
BMRCL/O&M/CSW/L2/03/2021-22BMRCL/……/……/WORK_INDENT……
BMRCL/O&M/CSW/L2/02/2021-22

MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1 Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1.Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD).Painting, distempering, colour washing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1.

This **Contract Agreement** (hereinafter referred to as the **"Contract"**) is made at Bangalore on the …… day of ……., 20…. by and between :between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50 : 50 Joint Venture of Government of India and Government of Karnataka for the purposed of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its Chief General Manager Civil/ (O & M), Company Secretary, authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka State, India hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s. ……..(..(*Name of the Contractor*)……., a ……..(legal status) ……Company incorporated under Companies Act 1956, having its office at ……..(Contractor's office address) ……represented herein by Mr…… *[Name and designation of the representative) ……., authorized to sign and bind the Company under the Power of Attorney dated ……and the Board Resolution dated……,who shall be responsible to the Employer under the* ***Contract No.*****BMRCL/O&M/CSW/L1/01/2019-20BMRCL/O&M/CSW/L2/03/2021-22BMRCL/……/……/WORK_INDENT……BMRCL/O&M/CSW/L2/02/2021-22BMRCL/O&M/CSW/0312/L1/20189-2019** *for "***MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1Maintenance Contract for Artificer works (Petty Repairs) at National College**

(NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1..Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD).Painting, distempering, colour washing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1.*", hereinafter referred to*** as the **"CONTRACTOR"** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and Contractor are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No.....vide notification no.....dated.....and the Contractor has in response submitted a Tender for Maintenance Contract for "**Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1.Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD).Painting, distempering, colour washing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1."** (hereinafter referred to in this Agreement as "**the Works"**) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "Painting, Distempering, Colour washing etc to "**Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1.Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD).Painting, distempering, colour washing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1.**" under the Terms and conditions specified in this Contract Agreement and the other Contract DocumentsDocuments, forming part thereof..

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of the Agreement

(a) Letter of Acceptance No. ..... dated .....
(b) The Tender (Bill of Quantities)
(c) Instruction to Tenderers/ Bidders
(d) General Conditions of Contract
(e) Special Conditions of Contract
(f) Bid Forms/ Tender Forms
(g) Technical Specifications including scope of work
(h) Drawings-Attached
(i) Employer's clarification to Pre-bid Queries and Addendum No.....dated.....
(j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no.....dated.....
(k) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(l) Performance Security in the form of Bank Guarantee issued by.....(name & address of the issuing bank)....., vide BG No.....dated.....amounting to .....valid upto..... And its authenticity confirmed by the bank vide letter no... dated.....
(m) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

Clause 3: Integration

The Employer and the Contractor agree that this Contract Agreement, together with other Contract Documents, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as thisthis Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4: Contract Price and Completion Time:

The Taxes & Duties: Contract prices shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST.BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL. as specified under GCC clause 26.

as specifiedHence as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract is as below:

1.	Estimated Cost specified in the Tender	Rs. .....
2.	Accepted percentage (Tender premium) (Above or Below or At par)	..... % put to Tender.
3.	**Total Contract Price**	**Rs.....** (Indian Rupees.....only).
4.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
5.	Completion period	045 Months .
1.	Estimated Cost specified in the Tender	Rs.....
2.	Accepted percentage (Tender premium) (Above or Below or At par)	..... % put to Tender.
3.	Total Contract Price	Rs..... (Indian Rupees.....only).
4.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
5.	Completion period	031212 Months from the start date of signing of Contract Agreement

Clause 5: Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "**Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line -2Maintenance Contract for Artificer works (Petty Repairs) at Magadi Road(MIRD), Hosahalli (HSLI), Vijayanagar (VJN), Attiguppe(AGPP), Deepanjali nagar (DJNR) & Mysuru Road(MYRD) Metro Stations in Reach 2 of Line 1.MS Railing Work for Parking Area and Lawn Area at Ground level in Benniganahalli (JTPM), K.R.Puram (KRAM), Singayyanapalya (MDVP), Garudacharpalya (GDCP), Hoodi Junction (DKIA) and Seetharampalya (VWIA) Kundanahalli (KDNH), Nallurahalli (VDHP), Satya Sai Hospital (SSHP), Pattandura Agrahara (ITPL), Kadugodi (KDGD), and Hopefarm Channasandra (UWVL) of Reach-1 Extension Metro Stations of Line-1."Maintenance Contract for Artificer**

works (Petty Repairs) at Peenya Depot (PNYD).Painting, distempering, colour washing etc to TTY and MAGR Metro Station buildings of Reach 1 of Line 1" under the Contract replacement of damaged bearings and allied worksMS Fabrication work and other allied works r*equisite for or* incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contractunder the Contract Repair to floors, joinery, roofing, ceiling, water supply fittings, Sanitary fittings and other miscellaneous repair works related to civil worksetc r*equisite for or* incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies fof acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6: Obligation of the Employer

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract, to pay Contractorpay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law

This Contract is construed/interpreted and enforceable under the applicable laws of the Republic of India.

Clause 8: Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

Executive Director (O&M)

Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex,
K.H Road, Shanthinagar,
Bangalore – 560 027,
Karnataka, India

Bangalore Metro Rail Corporation Ltd.,
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.
Bangalore Metro Rail Corporation Ltd,
III Floor, BMTC Complex,

K.H. Road, Shanthinagar,
Bangalore-560 027
Karnataka, India.

To Contractor:

.....
.....
.....
.....
.....

Clause 10: Jurisdiction of Court
t

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above writtenabove written.

For Bangalore Metro Rail Corporation Limited	**The Contractor**
Employer	
(.....)	( )
The Chief General Manager Civil/O&M	Proprietor
	M/s .....
WITNESS	**WITNESS**
(1.)	(1.)
(2.)	(2.)

Note:

This Contract Agreement is tentative and may be modified as considered necessary at the time of finalisationfinalization /signing of the Contract.

ANNEXURE - 2

CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

The Tender submittals shall consist of the following:

I	**QUALIFICATION CUM TECHNICAL PACKAGE**	
a.	Earnest Money Deposit (Clause 14 of ITT)Tender Securing Declaration (Clause 14 of ITT)	Submitted / Not SubmittedSubmitted / Not Submitted
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not SubmittedSubmitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.Notarized Power of Attorney (Clause 15.2 of ITT) / Attested copy of the Partnership deed / Ownership	Submitted / Not SubmittedSubmitted / Not Submitted

	record to demonstrate the authority to sign the Tender submittals.	
d.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and) and**Qualification Information** (Section 3) with CA's certifications.One set of downloaded untampered Tender document along with Employer's clarification on queries including addenda if any) duly signed and stamped on each page (Clause 16.8 of ITT) (**Original onlyOriginal only).**	Submitted / Not SubmittedSubmitted / Not Submitted
e.	CopyofPANcard	Submitted / Not Submitted
f.	Copy of GST Registration certificateEvidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications.	Submitted / Not SubmittedSubmitted / Not Submitted
g.	**Undertakings** as per prescribed Proforma given in **Annexure-3**&**Annexure-4 in Section-10.**Copy of PAN card	Submitted / Not SubmittedSubmitted / Not Submitted
h.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.Copy of GST Registration certificate.	Submitted / Not SubmittedSubmitted / Not Submitted
i.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA**.Bank Account Details - Not Used**	Submitted / Not SubmittedSubmitted / Not Submitted
j.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.**Undertakings** as per prescribed proformaProforma given in **Annexure-4**&**Annexure-5 in Section-10.**	Submitted / Not SubmittedSubmitted / Not Submitted
k.	Works for which Tenders already submitted as per clause 1.3 B of Section 3. Achieved in at least two financial years an average annual financial turnover of Rs 56.33 Lakhs as per clause **3.3 (a) ofSection 2.**	Submitted / Not SubmittedSubmitted / Not Submitted
	Self-certification and Declaration for Local Content as per proforma given in **Annexure-5 in Section-10**.Mandating satisfactory completion as a prime contractor for one similar work to an extent of Rs 28,17,000.00 as per clause **3.3 (b) of Section 2.**	Submitted / Not SubmittedSubmitted / Not Submitted
	Works for which Tenders already submitted as per clause 1.3 B of Section 3.Constitution or legal status of Tenderer as per clause **1.1 of Section 3.**	Submitted / Not SubmittedSubmitted / Not Submitted
l.	Self-certification and Declaration for Local Content as per proforma given in **Annexure-5 in Section-10**.List of works executed and payments received year wise in the last five years as per clause **1.2 of Section 3 duly certified by CA.**	Submitted / Not Submitted
m.	Certificate for Eligible Source Countries as per proforma given in **Annexure-6 in Section-10**.Existing commitments and ongoing works as per clause **1.3 A of Section 3.**	Submitted / Not SubmittedSubmitted / Not Submitted
n.	Works for which Tenders already submitted as per clause **1.3 B of Section 3.**	Submitted / Not Submitted
II	**FINANCIAL PACKAGE**	
a	'Pricing document (Bill of Quantities)' through e-Procurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.Priced Priced Bill of Quantities in the format prescribed in Volume-2 (Clause 10 of ITT)	Submitted / Not Submitted

I	**QUALIFICATION CUM TECHNICAL PACKAGE**	
o.	Earnest Money Deposit (Clause 14 of ITT)	Submitted / Not Submitted
p.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
q.	Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
r.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and**Qualification Information** (Section 3) with CA's certifications.	Submitted / Not Submitted
s.	CopyofPANcard	Submitted / Not Submitted
t.	Copy of GST Registration certificate	Submitted / Not Submitted
u.	**Undertakings** as per prescribed Proforma given in **Annexure-3**&**Annexure-4 in Section-10.**	Submitted / Not Submitted
v.	Constitution or legal status of Tenderer as per clause 1.1 of Section 3.	Submitted / Not Submitted
w.	List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA**.**	Submitted / Not Submitted
x.	Existing commitments and ongoing works as per clause 1.3 A of Section 3.	Submitted / Not Submitted
y.	Works for which Tenders already submitted as per clause 1.3 B of Section 3.	Submitted / Not Submitted
z.	Self-certification and Declaration for Local Content as per proforma given in **Annexure-5 in Section-10**.	Submitted / Not Submitted
aa.	Certificate for Eligible Source Countries as per proforma given in **Annexure-6 in Section-10**.	Submitted / Not Submitted
II	**FINANCIAL PACKAGE**	
a	'Pricing document (Bill of Quantities)' through e-Procurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT.	Submitted / Not Submitted

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ANNEXURE - 3

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*.....(hereinafter called the "Contractor"), do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during the last five (5) years*.

We have not rescinded the Works after award of the Contract during the last five (5) years*.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Signature of the Tenderer

ANNEXURE - 3

BANK ACCOUNT DETAILS

NOT USED

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ANNEXURE - 4

UNDERTAKING

We, M/s..... *[Name of the Tenderer].....,* herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to .....*[name of work].....* of BMRCL, Bengaluru.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

ANNEXURE – 4

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s.* .....[Name of the Tenderer].....*, herein after called " the Tenderer", do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India, during the last Five (5) years. Also we have not rescinded the works after award of the contract during the last Five (5) years.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract, forfeit the Performance Security at its discretion and debar from participation in any Tendering process with BMCRL for the period of two (02) years from the date of default at its discretion.

ANNEXURE – 4

FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING

We, M/s. ……[Name of the Tenderer]……, herein after called " the Contractor", do hereby affirm and declare that we have NOT been involved in any Litigation / Arbitration AND NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place: ***Signature of the Tenderer***

Date: ***Name***

Designation

Seal of the Company

Phone

Note:

Last five (5) years shall be counted from 28 days prior to the date of submission of Tender

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ANNEXURE - 5

FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

I/We..... (*jointly and severally*) declare that I/we have offered this Tender with the local content of .....% and has given "details of the locations(s) at which the local value addition is made" as per this Annexure.

@ I/We further confirm that I/we submit a certificate herewith issued by the *Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing Chartered Accountant* (in respect of Tenderers other than companies)* in pursuant to ITT clause 34.2(ii), giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or

false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 34.3of this Tender for which the Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

SIGNATURE OF THE TENDERER

Note:

** Delete whichever is not applicable.*

@ This paragraph is applicable for Tenders with Estimated value more than INR 10 Crore. Otherwise, this provision shall be deleted.

Please refer GCC clause 1(xxiv) for definition and valuation of "Local Content."

ANNEXURE - 5

UNDERTAKING

We, M/s..... [Name of the Tenderer]……., herein after called "the Tenderer", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing thecontractual obligations relating Maintenance Contract for Artificer works (Petty Repairs) at National College (NLC), Lal Bagh (LGBH), South End Circle (SECE) & Jayanagar (JYN) Metro Stations at Reach 4 of Line - 2Maintenance Contract for Artificer works (Petty Repairs) at Peenya Depot (PNYD)of BMRCL, Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We, M/s..... [Name of the Tenderer]……, herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to ……[name of work]…… of BMRCL, Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Not used

Place: ***Signature of the Tenderer***

Date: ***Name***

Designation

Seal of the Company

Phone

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ANNEXURE - 6

FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Tenderer's Letter head)

1. I/We, ...*(Name of the Tenderer/Member)*....., have read ITT clause 35 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
   (a) **not from such a country,*

   or,

   (b) **from such a country (.....indicate country.....), have been registered with the Competent Authority@,*

   and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

   I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 35.
2. Not Used
3. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Tenderer

ANNEXURE –6

FORM FOR SEEKING CLARIFICATION ON TENDER DOCUMENT

To,

The Chief General Manager (Civil)
Bangalore Metro Rail Corporation Ltd (O&M Wing),
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Dear Sir,

Sub: *.....(Name of the Work)*

Ref: *……*
(Tender No.).

In reference to the above Tender, we need the clarification on the following clauses

Sl No.	Section No.	Section / Clause Description	Clause No.	Tender Condition	Tenderer's Queries
1					
2					
3					
4					
5					
6					
7					
8					

Name of the Tenderer

Telephone:

Email:

Date:

Signature of the Tenderer

Note:

** Delete whichever is not applicable.*

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ANNEXURE – 7

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India (Restrictions in regard to procurement from the bidders from countries sharing land borders with India, BMRCL letter dated 24/02/2021) and in this regard I certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I certify that I am not from such a country; or

(b) I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfill all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

.....

Signature and seal of Tenderer

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SECTION 11

INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (e-Procurement portal) only and **no hardcopy of commercials should be attached or disclosed elsewhere.**

2) The Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the 'Pricing Document (Bill of Quantity)' given in the Karnataka Public Procurement Portal.

3) The total Tender price shall be inclusive of all applicable Taxes and duties under the applicable Acts but **exclusive of CGST & SGST**. BMRCL shall pay the applicable CGST & SGST as invoiced by the Contractor to BMRCL.

4) The Tenderer shall ascertain all applicable Taxes and Duties under the applicable Acts and shall be included in the quoted price.

5) The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

6) **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department for availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

7) The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.

8) The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

9) Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

10) The Tender Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

11) The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

12) The Contractor shall maintain complete records of duties, other taxes and levies etc. payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

13) Any increase in CGST & SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the Extension of Time. However, this shall not be applicable for “Variations”.

14) UNPRICED ITEMS: Items against which no rate or sum is entered in the Bill of Quantities, whether quantities are stated or not shall be regarded as covered by other rates in the Pricing document. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of Quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

15) BMRCL will consider the prices quoted in the pricing document for evaluation of Tender only.

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